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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

*In re Carrier IQ, Inc. Consumer Privacy  
Litigation*

*[This Document Relates to All Cases]*

Case No.: 3:12-md-2330-EMC

**DEFENDANT CARRIER IQ, INC.'S  
OBJECTIONS AND RESPONSES TO  
PLAINTIFFS' FIRST SET OF  
INTERROGATORIES REGARDING  
UNCONSCIONABILITY AND SCOPE  
ISSUES**

**PROPOUNDING PARTY: PLAINTIFFS**  
**RESPONDING PARTY: DEFENDANT CARRIER IQ, INC.**  
**SET NO.: ONE (NOS. 1 -13)**

CARRIER IQ'S OBJS. AND RESPS. TO PLS'  
FIRST SET OF ROGS

CASE NO.: 3:12-md-2330-EMC

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant Carrier IQ, Inc. ("Carrier IQ") hereby timely objects and responds to each of Plaintiffs' First Set of Interrogatories Regarding Unconscionability and Scope Issues (collectively, the "Interrogatories"), dated April 22, 2013, as follows:

### **GENERAL OBJECTIONS**

Carrier IQ makes the following General Objections to each of Plaintiffs' Interrogatories:

1. Carrier IQ has not yet completed its investigation of the facts relating to this case and has only just begun formal discovery in this matter. Any and all responses to the following Interrogatories are therefore based solely on information presently known to Carrier IQ. Accordingly, Carrier IQ reserves its right to change any of its responses to the Interrogatories if new information is discovered. Carrier IQ also reserves its right to conduct further discovery and investigation and to use at trial or any other proceeding evidence of any subsequently discovered facts, documents, or information.

2. Carrier IQ objects to the Interrogatories and their accompanying Definitions ("Definitions") to the extent that they are vague, ambiguous, unintelligible, fail to describe the information sought with the required reasonable particularity, are so unintelligible that Carrier IQ cannot respond or must speculate as to the information Plaintiffs seek or seek to impose obligations that exceed those imposed by the Federal Rules of Civil Procedure, local rules of this Court, or applicable case law. Unless instructed otherwise, Carrier IQ shall give the terms of these Interrogatories their ordinary and plain meanings. Carrier IQ shall not be held responsible where its interpretation of these Interrogatories does not comport with Plaintiffs' intentions.

3. Carrier IQ objects to the Interrogatories and their accompanying Definitions to the extent they are overly broad, unduly burdensome, oppressive, improper, and unreasonable in scope, including by seeking information beyond the scope of appropriate arbitration-related discovery permitted by the Federal Arbitration Act and as ordered by this Court in its Civil Minutes, dated May 24, 2012, (Dkt. No. 59) and its Order re Joint Letter of March 21, 2013, dated April 1, 2013, (Dkt. No. 157).

4. Carrier IQ objects to the Interrogatories and their accompanying Definitions to the

1 extent that they seek information that is confidential and/or proprietary, or information that is  
2 subject to any protective order, privacy interest, contractual obligation or confidentiality  
3 obligation, or otherwise prohibited from disclosure by law. Such information shall be produced  
4 only subject to the terms of the protective order entered in this action.

5 5. Carrier IQ objects to the Interrogatories and their accompanying Definitions to the  
6 extent they seek information that is irrelevant, immaterial, and/or not directly related to a claim or  
7 defense of any party in the above-entitled action, nor reasonably calculated to lead to the  
8 discovery of admissible evidence.

9 6. Carrier IQ objects to the Interrogatories and their accompanying Definitions to the  
10 extent they seek electronically-stored information that is not reasonably accessible by Carrier IQ  
11 because of undue burden or cost, or otherwise.

12 7. Carrier IQ objects to the Interrogatories and their accompanying Definitions as  
13 unduly burdensome to the extent the burden or expense of the discovery sought outweighs any  
14 likely benefit.

15 8. Carrier IQ objects to the Interrogatories and their accompanying Definitions as  
16 unduly burdensome to the extent they seek discovery that is unreasonably cumulative or  
17 duplicative.

18 9. Carrier IQ objects to the Interrogatories and their accompanying Definitions to the  
19 extent they seek information already in Plaintiffs' possession, custody or control, publicly  
20 available or otherwise obtainable from some other source that is more convenient, less  
21 burdensome, or less expensive.

22 10. Carrier IQ objects to the Interrogatories and their accompanying Definitions to the  
23 extent they seek information outside of Carrier IQ's possession, custody or control or which  
24 cannot be found in the course of a reasonable search. Carrier IQ reserves the right to conduct  
25 further investigation and discovery as to any issue raised or suggested by any discovery  
26 Interrogatory and to rely on any subsequently discovered information or documents at trial or any  
27 other proceeding.

28 11. Carrier IQ objects to the Interrogatories and their accompanying Definitions to the

1 extent that they call for a legal conclusion or interpretation. Carrier IQ's responses pursuant to  
2 these Interrogatories shall not be construed as agreement with or admission of any legal  
3 conclusion concerning the meaning or application of any terms used in such Interrogatories.

4 12. Carrier IQ objects to the Interrogatories and their accompanying Definitions to the  
5 extent that they are compound, conjunctive or disjunctive statements, or otherwise unintelligible.

6 13. Carrier IQ objects to the Interrogatories and their accompanying Definitions to the  
7 extent they seek information protected by the attorney-client privilege, attorney work-product  
8 doctrine, joint defense privilege, common interest exception, or any other applicable privilege,  
9 immunity, doctrine or protection. Nothing in these objections and responses is intended to be or  
10 is a waiver of any attorney-client privilege, attorney work product immunity, or any other  
11 applicable privilege, immunity, doctrine or protection.

12 14. No incidental or implied admissions are intended by any objection or response by  
13 Carrier IQ to any Interrogatory. That Carrier IQ has objected or responded to any Interrogatory is  
14 not an admission that Carrier IQ accepts or admits the existence of any alleged facts set forth in or  
15 assumed by such Interrogatory, or that any objection or response thereto constitutes admissible  
16 evidence.

17 15. Carrier IQ reserves the right to modify or supplement these objections and  
18 responses to the extent allowed by the Federal Rules of Civil Procedure, local rules of this Court,  
19 or any other applicable law.

20 16. Carrier IQ hereby incorporates by reference each and every General Objection set  
21 forth above into each and every specific response set forth below, whether or not separately set  
22 forth therein. A specific response may repeat a General Objection for emphasis or for some other  
23 reason. Failure to include any General Objection in any specific response is not a waiver of any  
24 General Objection to that response.

25 17. The fact that Carrier IQ has responded to part or all of an Interrogatory is not  
26 intended to and shall not be construed as a waiver by Carrier IQ of any objection to such  
27 Interrogatory.

28 18. Carrier IQ makes these objections and responses subject to the reservation of all

1 rights to object to the introduction into evidence, in this or any other action, any information  
2 provided upon grounds of competence, relevance, materiality, propriety, hearsay and/or  
3 admissibility, or other applicable ground.

4 19. Carrier IQ objects to the definition of “YOU,” and “YOUR” as vague, ambiguous,  
5 uncertain, overbroad, unduly burdensome and oppressive, and calling for information that is  
6 neither relevant to any issue in this litigation nor reasonably calculated to lead to the discovery of  
7 admissible evidence and/or calling for information that is not within Carrier IQ’s possession,  
8 custody, or control.

9 20. Carrier IQ objects to the definition of “CARRIER IQ SOFTWARE” as vague,  
10 ambiguous, uncertain, overbroad, unduly burdensome and oppressive.

11 21. Carrier IQ objects to the definition of “CELLULAR PROVIDER” and  
12 “CELLULAR PROVIDERS” as vague, ambiguous, uncertain, overbroad, unduly burdensome  
13 and oppressive.

14 22. Carrier IQ objects to the definition of “COMMUNICATION” as vague,  
15 ambiguous, uncertain, overbroad, unduly burdensome and oppressive, and calling information  
16 that is neither relevant to any issue in this litigation nor reasonably calculated to lead to the  
17 discovery of admissible evidence and/or calling for information that is not within Carrier IQ’s  
18 possession, custody, or control.

19 23. Carrier IQ objects to the definition of “MATERIALLY” as vague, ambiguous,  
20 uncertain, overbroad, unduly burdensome and oppressive.

21 24. Carrier IQ objects to the definition of “RELEVANT LAWS” as vague, ambiguous,  
22 uncertain, overbroad, unduly burdensome and oppressive.

23 25. Carrier IQ objects to each Interrogatory to the extent that it contains subparts  
24 and/or compound questions.

25 26. Carrier IQ objects to each and every Interrogatory insofar as they incorporate by  
26 reference Definitions that render each Interrogatory vague, ambiguous, unduly broad, uncertain,  
27 unintelligible, compound, conjunctive, disjunctive and/or as having improper subparts.

28 Subject to and without waiving the foregoing General Objections, Carrier IQ provides its

1 and his, her, or their mobile device(s); please describe ALL such transmissions, including ALL  
 2 types of information or data transmitted; and please identify ALL recipients of ALL such  
 3 information or data transmitted.

4 **RESPONSE TO INTERROGATORY REQUEST NO. 8:**

5 Carrier IQ incorporates by reference each of the General Objections set forth above as if  
 6 fully set forth herein. Carrier IQ further objects to this Interrogatory as overbroad and unduly  
 7 burdensome in that it seeks information that is irrelevant, immaterial, or not calculated to lead to  
 8 the discovery of admissible evidence and is beyond the scope of appropriate arbitration-related  
 9 discovery. Carrier IQ objects to this Interrogatory as overbroad and unduly burdensome in that it  
 10 seeks identification of “ALL” transmissions, types of information or data transmitted, and  
 11 recipients. Carrier IQ objects to the definitions of “CARRIER IQ SOFTWARE,” “CELLULAR  
 12 PROVIDER,” and “YOUR” for the reasons set forth in ¶¶ 19-21. Carrier IQ further objects to the  
 13 terms and phrases “transmit or cause the transmission of,” “transmissions,” “transmitted,” “user,”  
 14 “information,” “data,” “disconnected,” “network,” “direct connection,” “plaintiff(s),” “Internet-  
 15 capable,” “affected,” and “recipients” as vague, ambiguous, and undefined. For the purpose of  
 16 responding to this Interrogatory, Carrier IQ interprets the phrase “transmit or cause the  
 17 transmission of” to mean Carrier IQ software sending data from a mobile device on which it is  
 18 installed to a location external to that mobile device. Carrier IQ further objects to this  
 19 Interrogatory to the extent it seeks information not in its possession, custody, control or  
 20 knowledge. Carrier IQ further objects to this Interrogatory to the extent that it contains subparts  
 21 and compound questions.

22 **CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER:**

23 Subject to and without waiving the foregoing general and specific objections, Carrier IQ  
 24 responds as follows: Carrier IQ lacks knowledge of the means by which IQ Agent software  
 25 embedded on Plaintiffs’ mobile devices, if any, transmitted data collected by the IQ Agent to  
 26 Plaintiffs’ wireless carriers or to servers hosted by Carrier IQ for Plaintiffs’ wireless carriers.  
 27 However, Carrier IQ understands that the IQ Agent software installed on devices for use on  
 28 Sprint’s network [REDACTED]

1 [REDACTED]  
 2 [REDACTED]  
 3 [REDACTED] According to the Declaration of Stephanie Miller (Dkt. # 135), the mobile devices used  
 4 by individual plaintiffs Leron Levy, Dao Phong, Clarissa Portales, Ryan McKeen, Shawn  
 5 Grisham, Bobby Cline, Michael Allen, Matthew Hiles, Eric Thomas, Colleen Fischer, Brian  
 6 Sandstrom, Luke Szulczewski, and Patrick Kenny (together, the “Sprint Plaintiffs”) operated on  
 7 Sprint’s network. For the reasons stated above, to the extent the Carrier IQ IQ Agent software on  
 8 the Sprint Plaintiffs’ devices transmitted data collected by the IQ Agent off of the Sprint  
 9 Plaintiffs’ devices, it is Carrier IQ’s understanding that the transmission was on Sprint’s cellular  
 10 network.

11 According to the Declaration of Chenell Cummings in Support of Defendants’ Motion to  
 12 Compel Arbitration (Dkt. # 132) and the Declaration of Stacie Dobbs in Support of Defendants’  
 13 Motion to Compel Arbitration (Dkt. # 130), plaintiff Mark Laning is an authorized user of a  
 14 Pantech Link II P5000 device on the AT&T wireless account of Diane Laning. The Pantech  
 15 P5000 device is not Wi-Fi capable. To the extent any data collected by the Carrier IQ IQ Agent  
 16 software on Laning’s Pantech P5000 device was sent to Carrier IQ or AT&T, it would have been  
 17 transmitted on AT&T’s cellular network.

18 According to the Declaration of Chenell Cummings in Support of Defendants’ Motion to  
 19 Compel Arbitration (Dkt. # 132), plaintiffs Gary Cribbs and Daniel Pipkin were users of Samsung  
 20 Galaxy S II Skyrocket SGH-i727 mobile devices on AT&T’s wireless network. Analytics  
 21 collected by the IQ Agent on AT&T network devices are transmitted to a data center operated by  
 22 AT&T, and are not in the possession, custody or control of Carrier IQ. However, Carrier IQ  
 23 understands that the IQ Agent software embedded on Galaxy S II Skyrocket Devices at the time  
 24 of manufacture was never activated, and therefore did not transmit analytics data from the  
 25 devices. Carrier IQ understands that AT&T did not task profiles to activate the IQ Agent  
 26 software on the devices assigned to the Samsung Galaxy S II mobile devices associated with  
 27 Cribbs’ and Pipkin’s accounts. Carrier IQ further understands from AT&T that AT&T has  
 28 received data from the AT&T “Mark the Spot” application installed on a mobile device assigned

1 a mobile SIM number associated with Cribbs' account. AT&T's Mark the Spot application is an  
 2 opt-in application that users may install and use on their devices to report service problems to  
 3 AT&T. For AT&T to receive reports of service problems from the Mark the Spot application, a  
 4 user must voluntarily open the application and submit a report to AT&T. Mark the Spot uses the  
 5 Carrier IQ OTA Agent, a reduced functionality version of Carrier IQ's IQ Agent software.  
 6 Carrier IQ lacks knowledge of the means by which AT&T Mark the Spot application transmitted  
 7 data to AT&T.

8 According to the Declaration of Rick Baughman in Support of Defendants' Motion to  
 9 Compel Arbitration (Dkt. # 134), plaintiff Douglas White has been a user of a Huawei Ascend II  
 10 m865 mobile phone on Cricket Communications, Inc.'s wireless network since October 2011.  
 11 Carrier IQ lacks knowledge of the means by which IQ Agent software embedded on White's  
 12 mobile device transmitted data collected by the IQ Agent to servers hosted by Carrier IQ for  
 13 Cricket.

14 **INTERROGATORY REQUEST NO. 9:**

15 Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the  
 16 plaintiffs' mobile devices transmit or cause the transmission of user information or data over the  
 17 network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke  
 18 against ANY plaintiff in this LITIGATION when such mobile device(s) was or is no longer in  
 19 contract with such CELLULAR PROVIDER? If YOUR answer is yes, please identify the  
 20 plaintiff(s) affected and his, her, or their mobile device(s); please describe ALL such  
 21 transmissions, including ALL types of information or data transmitted; and please identify ALL  
 22 recipients of ALL such information or data transmitted.

23 **RESPONSE TO INTERROGATORY REQUEST NO. 9:**

24 Carrier IQ incorporates by reference each of the General Objections set forth above as if  
 25 fully set forth herein. Carrier IQ further objects to this Interrogatory as overbroad and unduly  
 26 burdensome in that it seeks information that is irrelevant, immaterial, or not calculated to lead to  
 27 the discovery of admissible evidence and is beyond the scope of appropriate arbitration-related  
 28 discovery. Carrier IQ objects to this Interrogatory as overbroad and unduly burdensome in that it

1 seeks identification of “ALL” transmissions, types of information or data transmitted, and  
 2 recipients. Carrier IQ objects to the definitions of “CARRIER IQ SOFTWARE,” “CELLULAR  
 3 PROVIDER,” and “YOUR” for the reasons set forth in ¶¶ 19-21. Carrier IQ further objects to the  
 4 terms and phrases “transmit or cause the transmission of,” “transmissions,” “transmitted,” “user,”  
 5 “information,” “data,” “network,” “no longer in contract,” “plaintiff(s),” “affected,” and  
 6 “recipients” as vague, ambiguous, and undefined. For the purpose of responding to this  
 7 Interrogatory, Carrier IQ interprets the phrase “transmit or cause the transmission of” to mean  
 8 Carrier IQ software sending data from a mobile device on which it is installed to a location  
 9 external to that mobile device. Based on Carrier IQ’s meet and confer with Plaintiffs on this  
 10 topic, Carrier IQ understands this Interrogatory to inquire whether any Carrier IQ software  
 11 installed on a Plaintiff’s mobile device transmitted data over a Plaintiff’s wireless service  
 12 provider’s cellular network after the Plaintiff discontinued service with that wireless service  
 13 provider. Carrier IQ further objects to this Interrogatory to the extent it seeks information not in  
 14 its possession, custody, control or knowledge. Carrier IQ further objects to this Interrogatory to  
 15 the extent that it contains subparts and compound questions.

16 **CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER:**

17 Subject to and without waiving the foregoing general and specific objections, Carrier IQ  
 18 responds as follows: Carrier IQ lacks actual knowledge as to whether a Plaintiff has terminated  
 19 its service with its wireless carrier. However, Carrier IQ understands from the Declaration of  
 20 Chenell Cummings in Support of Defendants’ Motion to Compel Arbitration (Dkt. # 132), the  
 21 Declaration of Stacie Dobbs in Support of Defendants’ Motion to Compel Arbitration (Dkt.  
 22 # 130), the Declaration of Rick Baughman in Support of Defendants’ Motion to Compel  
 23 Arbitration (Dkt. # 134), and the Declaration of Stephanie Miller (Dkt. # 135), that plaintiffs other  
 24 than Plaintiffs Michael Allan and Matthew Hiles have not discontinued service with their  
 25 respective wireless service providers on the devices identified in those declarations. Based on  
 26 these declarations, Carrier IQ understands and believes Plaintiffs’ respective wireless carriers  
 27 have not received data transmissions from any Carrier IQ software installed on their phones after  
 28 the termination of those Plaintiffs service agreements with their carriers.

1 With respect to Plaintiffs Allan and Hiles, Carrier IQ understands from the Declaration of  
 2 Stephanie Miller that Plaintiff Allan's Sprint service was terminated for non-payment on August  
 3 2, 2012 and Plaintiff Hiles' Sprint service was terminated for non-payment on May 7, 2012. On  
 4 December 10, 2011, many months before these Plaintiffs' service was terminated, [REDACTED]  
 5 [REDACTED] disabled the ability of  
 6 the Carrier IQ software to transfer diagnostic data from the devices to Sprint.

7 **INTERROGATORY REQUEST NO. 10:**

8 Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY  
 9 time on ANY of the plaintiffs' mobile devices at issue in this LITIGATION? If so, please identify  
 10 the plaintiff(s) affected and his, her, or their mobile device(s).

11 **RESPONSE TO INTERROGATORY REQUEST NO. 10:**

12 Carrier IQ incorporates by reference each of the General Objections set forth above as if  
 13 fully set forth herein. Carrier IQ objects to this Interrogatory as overbroad and unduly  
 14 burdensome in that it seeks information that is irrelevant, immaterial, or not calculated to lead to  
 15 the discovery of admissible evidence and is beyond the scope of appropriate arbitration-related  
 16 discovery. Carrier IQ further objects to this Interrogatory to the extent it seeks information  
 17 already in Plaintiffs' possession, custody or control, publicly available or otherwise obtainable  
 18 from some other source that is more convenient, less burdensome, or less expensive. Carrier IQ  
 19 further objects to this Interrogatory to the extent that it contains subparts and compound  
 20 questions.

21 Subject to and without waiving the foregoing general and specific objections, Carrier IQ  
 22 responds as follows: No. The IQ Experience Insight Manager was not installed on mobile  
 23 devices, and none of plaintiffs' device manufacturers or wireless service providers – AT&T,  
 24 Cricket, and Sprint – have used IQ Experience Insight Manager.

25 **INTERROGATORY REQUEST NO. 11:**

26 Did or does CARRIER IQ SOFTWARE installed at ANY time on ANY of the plaintiffs'  
 27 mobile devices ever see, access, process, filter, store, or transmit from the mobile device: ANY  
 28

1 SMS text messages, whether sent by or to the plaintiff or other user of the device; ANY URLs  
 2 containing HTTP or HTTPS strings embedded with information such as search terms, user names,  
 3 passwords, and geo- or GPS-based location data; media viewing history; telephone numbers  
 4 dialed and attached to calls received; dialer keypad presses; or application purchases and uses? If  
 5 YOUR answer to ANY of the foregoing is yes, please identify the plaintiff(s) affected and his,  
 6 her, or their mobile device(s); please specify the information or data involved; and please identify  
 7 the recipient of ANY such information or data transmitted.

8 **RESPONSE TO INTERROGATORY REQUEST NO. 11:**

9 Carrier IQ incorporates by reference each of the General Objections set forth above as if  
 10 fully set forth herein. Carrier IQ objects to this Interrogatory as overbroad and unduly  
 11 burdensome in that it seeks information that is irrelevant, immaterial, or not calculated to lead to  
 12 the discovery of admissible evidence and is beyond the scope of appropriate arbitration-related  
 13 discovery. *See* Judge Chen's Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. #  
 14 157) ("To the extent Plaintiffs seek information about the functionality of the Carrier IQ software  
 15 . . . functionality is relevant to the matter at hand only to the extent it is informative of the means  
 16 of transmission."). Carrier IQ further objects to the definition of "CARRIER IQ SOFTWARE,"  
 17 and "YOUR" for the reasons set forth in ¶¶ 19-20. Carrier IQ further objects to the terms and  
 18 phrases "installed," "see," "access," "filter," "store," "transmit," "plaintiff," "other user," "HTTP  
 19 or HTTPS strings embedded with information," "media viewing history," "telephone numbers  
 20 dialed and attached to calls received," "dialer keypad presses," "application purchases and uses,"  
 21 "affected," "information," "data," and "recipient" as vague, ambiguous, and undefined. Carrier  
 22 IQ further objects to this Interrogatory to the extent it seeks information not in its possession,  
 23 custody, control or knowledge. Carrier IQ further objects to this Interrogatory to the extent that it  
 24 contains subparts and compound questions.

25 **INTERROGATORY REQUEST NO. 12:**

26 For ANY information or data identified in your answer to Interrogatory No. 11 that is  
 27 seen, accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE,  
 28 please identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER

1 terms and conditions of service or other agreement(s) whose arbitration provisions YOU invoke  
 2 as to ANY plaintiff that YOU contend permits or addresses the seeing, accessing, processing,  
 3 filtering, storage, or transmission thereof.

4 **RESPONSE TO INTERROGATORY REQUEST NO. 12:**

5 Carrier IQ incorporates by reference each of the General Objections set forth above as if  
 6 fully set forth herein. Carrier IQ objects to this Interrogatory as overbroad and unduly  
 7 burdensome in that it seeks information that is irrelevant, immaterial, or not calculated to lead to  
 8 the discovery of admissible evidence and is beyond the scope of appropriate arbitration-related  
 9 discovery. *See* Judge Chen's Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. #  
 10 157) ("To the extent Plaintiffs seek information about the functionality of the Carrier IQ software  
 11 . . . functionality is relevant to the matter at hand only to the extent it is informative of the means  
 12 of transmission."). Carrier IQ further objects to the definition of "CARRIER IQ SOFTWARE,"  
 13 "CELLULAR PROVIDER," and "YOU" for the reasons set forth in ¶¶ 19-21. Carrier IQ further  
 14 objects to the terms and phrases "information," "data," "seen," "accessed," "processed,"  
 15 "filtered," "stored," "transmitted," "plaintiff," "permits," "addresses," "seeing," "accessing,"  
 16 "processing," "filtering," "storage," and "transmission" as vague, ambiguous, and undefined.  
 17 Carrier IQ further objects to this Interrogatory to the extent it seeks information not in its  
 18 possession, custody, control or knowledge. Carrier IQ further objects to this Interrogatory to the  
 19 extent that it contains subparts and compound questions.

20 **INTERROGATORY REQUEST NO. 13:**

21 Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY mobile  
 22 device belonging to ANY plaintiff by YOU or ANY CELLULAR PROVIDER? If so, please  
 23 identify the plaintiff(s) affected and his, her, or their mobile device(s), and please describe the  
 24 contents of ALL COMMUNICATIONS explaining the reasons for, or demanding, that the  
 25 CARRIER IQ SOFTWARE be removed or disabled, including ANY such COMMUNICATIONS  
 26 advising or explaining that the CARRIER IQ SOFTWARE was not operating as contemplated,  
 27 specified, or agreed-to by ANY of the plaintiff(s)' CELLULAR PROVIDERS or YOU, or as  
 28

1 purportedly contemplated by ANY of the plaintiff(S)' terms and conditions of service, or other  
 2 agreements, with ANY such CELLULAR PROVIDER.

3 **RESPONSE TO INTERROGATORY REQUEST NO. 13:**

4 Carrier IQ incorporates by reference each of the General Objections set forth above as if  
 5 fully set forth herein. Carrier IQ objects to this Interrogatory to the extent that it contains  
 6 subparts and compound questions. Carrier IQ further objects to this Interrogatory as overbroad  
 7 and unduly burdensome in that it seeks information that is irrelevant, immaterial, or not  
 8 calculated to lead to the discovery of admissible evidence and is beyond the scope of appropriate  
 9 arbitration-related discovery. *See* Judge Chen's Order re Joint Letter of March 21, 2013, dated  
 10 April 1, 2013 (Dkt. # 157) ("To the extent Plaintiffs seek information about the functionality of  
 11 the Carrier IQ software . . . functionality is relevant to the matter at hand only to the extent it is  
 12 informative of the means of transmission."). Carrier IQ objects to this Interrogatory to the extent  
 13 that it seeks disclosure of information that is privileged, confidential and/or proprietary, or  
 14 information that is subject to any joint defense privilege, common interest exception, or any other  
 15 applicable privilege, immunity, doctrine or protection. Carrier IQ further objects to the definition  
 16 of "CARRIER IQ SOFTWARE," "COMMUNICATIONS," "CELLULAR PROVIDER," and  
 17 "YOU" for the reasons set forth in ¶¶ 19-22. Carrier IQ further objects to the terms and phrases  
 18 "removed," "disabled," "plaintiff," "affected," "contents," and "not operating as contemplated,  
 19 specified, or agreed-to" as vague, ambiguous, and undefined. Carrier IQ further objects to this  
 20 Interrogatory to the extent it seeks information not in its possession, custody, control or  
 21 knowledge.

22 Dated: May 28, 2013

FENWICK & WEST LLP

23  
 24 By: Tyler G. Newby /um  
 25 Tyler G. Newby

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

IN RE CARRIER IQ, INC.,  
CONSUMER PRIVACY LITIGATION

Civil Case No.: 12-MD-2330-EMC

**DEFENDANT HUAWEI DEVICES  
USA, INC.'S RESPONSES TO  
PLAINTIFF'S  
INTERROGATORIES  
REGARDING  
UNCONSCIONABILITY AND  
SCOPE ISSUES**

**REQUESTING PARTY: PLAINTIFFS**

**RESPONDING PARTY: Defendant HUAWEI DEVICES USA, INC.**

**SET NO.: ONE**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant Huawei Devices USA, Inc. ("Huawei") hereby responds and objects as follows to Plaintiff's First Set of Interrogatories Related to Unconscionability and Scope Issues ("Interrogatories"), dated April 22, 2013.

### **GENERAL OBJECTIONS**

1. The following responses are based only upon facts known to Huawei at this time. During the course of discovery, Huawei's may become aware of supplemental, additional, or other responsive information. Huawei expressly reserves the right to update, amend, or supplement its responses to these Interrogatories, but assumes no obligation to do so beyond those imposed by the Federal Rules of Civil Procedure and/or the Local Rules of the U.S. District Court for the Northern District of California ("Local Rules"). In addition, these objections are made without prejudice to Huawei's right to present further additional or other evidence or contentions in a motion for summary judgment, at trial, or otherwise, based upon information hereafter identified, obtained, or developed.

2. Huawei objects to each of the Huawei Plaintiff's instructions, definitions, and Interrogatories to the extent they are unduly burdensome and overbroad in scope, including the scope of proper arbitration-related discovery permitted by the Federal Arbitration Act and as ordered by this Court in its Civil Minutes, dated May 24, 2012, (Dkt. No. 59) and its Order re Joint Letter of March 21, 2013, dated April 1, 2013, (Dkt. No. 157), and insofar as they seek to impose obligations on Huawei beyond that set forth in the Federal Rules of Civil Procedure or the Local Rules, or any order of the Court.

3. Huawei objects to the Interrogatories under Federal Rule of Civil Procedure 26 to the extent that they seek information that is not relevant, not material, and/or not directly related to the claims or defenses of any party asserted in this litigation, and to the extent that they are not likely to lead to the discovery of admissible evidence.

4. Huawei objects to the Interrogatories to the extent that the information sought is unreasonably cumulative, duplicative, overbroad in scope, constitutes an undue burden, or is obtainable from some other source that is more convenient, less burdensome, or less expensive.

1           5.       Huawei objects to the Interrogatories to the extent they seek electronically-stored  
2 information that is not reasonably accessible by Huawei because of undue burden or cost, or  
3 otherwise.

4           6.       Huawei objects to the Interrogatories to the extent they seek information subject  
5 to the attorney-client privilege, the work product doctrine, the joint-defense privilege, the self-  
6 evaluative privilege, or any other applicable privilege or protection. Subject to these objections,  
7 Huawei responds to these Interrogatories based on information known to it from non-privileged  
8 sources. By providing such information, Huawei does not waive any claim of privilege or other  
9 exemption. To the extent that an interrogatory may be construed as seeking such privileged or  
10 protected information or documents, Huawei hereby claims such privilege and invokes such  
11 protection. The fact that Huawei does not specifically object to an individual interrogatory on  
12 the ground that it seeks such privileged or protected information or documents shall not be  
13 deemed a waiver of the protection afforded by the attorney-client privilege, the attorney work  
14 product doctrine, or any other applicable privilege or protection.

15           7.       Huawei's objections and responses to the Interrogatories are made without in any  
16 way waiving or intending to waive but, rather, to the contrary, preserving and intending to  
17 preserve: (a) any questions as to competency, relevancy, materiality, privilege, and admissibility  
18 as evidence for any purpose of the responses to the Interrogatories, or subject matter thereof, in  
19 any subsequent proceeding in, or the trial of, this or any other action; (b) the right to object on  
20 any ground to the use of these responses, or the subject matter thereof, in any subsequent  
21 proceeding in, or the trial of, this or any other action; (c) the right to object at any time to a  
22 demand for further responses to these or any other discovery involving or related to the subject  
23 matter of the Interrogatories; (d) the right at any time to revise, supplement, correct, amend, or  
24 clarify these objections and responses; and (e) the right to object on any ground to any other or  
25 future discovery requests.

26           8.       Huawei objects to the Interrogatories to the extent they seek information not  
27 within Huawei's possession, custody, or control, and to the extent that they seek information  
28

1 from and/or purport to require Huawei to respond on behalf of former officers, former  
2 employees, or any other persons, subsidiaries, affiliates, or entities, including but not limited to  
3 third parties unrelated to Huawei (such as consultants).

4 9. Huawei generally objects to each interrogatory to the extent that it is vague,  
5 ambiguous, or requires Huawei to speculate as to the information the Huawei Plaintiff seeks.  
6 Where possible, however, Huawei will make reasonable assumptions as to the Huawei  
7 Plaintiff's intended meaning and will respond accordingly, while preserving its objections as to  
8 vagueness, ambiguity, and uncertainty.

9 10. Huawei objects to the definition of "materially" as vague, ambiguous, overly  
10 broad, and unduly burdensome.

11 11. Huawei objects to the definition of "relate" and "relating" and associated terms  
12 as vague and ambiguous and overly broad and unduly burdensome.

13 12. Huawei objects to the definition of "communication" as vague, ambiguous,  
14 overly broad, and unduly burdensome, and calling for information that is neither relevant to any  
15 issue in this litigation nor reasonably calculated to lead to the discovery of admissible evidence  
16 and/or calling for information that is not within Huawei's possession, custody, or control.

17 13. Huawei objects to the definition of "relevant laws" as vague, ambiguous, overly  
18 broad, and unduly burdensome.

19 14. Huawei objects to the Interrogatories to the extent that they are compound,  
20 conjunctive or disjunctive statements, or otherwise unintelligible.

21 15. Huawei objects that the discovery sought is not relevant to a claim or defense in  
22 the action because the issues of whether or not the relevant arbitration agreement is enforceable  
23 and whether or not claims asserted against Huawei in the action are within the scope of the  
24 arbitration agreement are matters for the arbitrator, not the Court, to decide. In particular,  
25 Paragraph 20(c) of the Terms and Conditions of Service of Cricket Communications, Inc.  
26 contains a delegation provision providing that, "Any past, present or future claim, dispute or  
27 controversy . . . including (without limitation) statutory, tort and contract Claims and Claims  
28

1 regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall  
 2 be resolved, upon the election by you or us, by binding arbitration.” Accordingly, all matters  
 3 regarding this dispute must be resolved by an arbitrator and so no discovery, including these  
 4 Interrogatories, is proper at this stage of the case. *See Rent-A-Center v. Jackson*, 130 S. Ct.  
 5 2772 (2010).

6 16. These General Objections set forth above are incorporated in each response  
 7 below and apply to each discovery request as though restated in full therein. The failure to  
 8 mention any of the foregoing General Objections in the specific responses set forth below shall  
 9 not be deemed a waiver of such objection or limitation. Any responses to these Interrogatories  
 10 are made without waiver of, or prejudice to, any objections Huawei may raise now or in the  
 11 future and all such objections are hereby expressly preserved.

## 12 **RESPONSES AND OBJECTIONS TO INTERROGATORIES**

### 13 **INTERROGATORY NO. 1:**

14 For ALL instances in which YOU have been a party in ANY prior arbitration under  
 15 ANY of the CELLULAR PROVIDER arbitration provisions you have invoked in this  
 16 LITIGATION or ANY MATERIALLY similar arbitration provisions, where such arbitration  
 17 related to CARRIER IQ SOFTWARE or involved claims under ANY of the RELEVANT  
 18 LAWS, please identify ALL such arbitrations by arbitration service, case name, and case  
 19 number, and please describe the outcomes thereof.

### 20 **RESPONSE TO INTERROGATORY NO. 1:**

21 Huawei hereby incorporates each of its General Objections as if set forth herein.  
 22 Huawei further objects to this interrogatory as overly broad or unduly burdensome as set out in  
 23 General Objection 2, in particular with respect to the phrase, “or involved claims under ANY of  
 24 the RELEVANT LAWS.” Huawei also objects to the defined term “materially” as set out in  
 25 General Objection 10. Huawei further objects that this interrogatory is vague and ambiguous as  
 26 set out in General Objection 9. Huawei also objects that no discovery is proper here for the  
 27  
 28

reasons set out above in General Objection 15. Subject to and without waiver of these objections and the General Objections, Huawei responds as follows:

Huawei has not previously sought to compel arbitration under Cricket's arbitration provision.

**INTERROGATORY NO. 8:**

Did or does the CARRIER IQ SOFTWARE installed at ANY time on the HUAWEI PLAINTIFF'S mobile device transmit or cause the transmission of user information or data when it is disconnected from the network of the CELLULAR PROVIDER whose arbitration provision(s) you seek to invoke against him in this LITIGATION, particularly over Wi-Fi or by direct connection to an Internet-capable device (*e.g.*, via USB, Firewire, or Bluetooth connection to an Internet-capable computer)? If YOUR answer is yes, please describe ALL such transmissions, including ALL types of information or data transmitted; and please identify ALL recipients of ALL such information or data transmitted.

**RESPONSE TO INTERROGATORY NO. 8:**

Huawei hereby incorporates each of its General Objections as if set forth herein. Huawei further objects to this interrogatory as overly broad or unduly burdensome, as set out in General Objection 2, in part because it seeks "all" transmissions, types of information or data transmitted, and recipients. Huawei also objects to the terms "transmit," "cause the transmission of," "transmission(s)," "user," "information," "data," "disconnected," "network," "direct connection," "Internet-capable," "affected," and "recipients" as vague, ambiguous, and undefined. For the purpose of responding to this Interrogatory, Huawei interprets the phrase "transmit or cause the transmission of" to mean Carrier IQ software sending data from a mobile device on which it is installed to a location external to that mobile device. Huawei further objects that this interrogatory is vague and ambiguous as set out in General Objection 9. Huawei also objects that this interrogatory calls for information outside of Huawei's possession, custody, or control, as set out in General Objection 8. Huawei further objects to this

Interrogatory to the extent that it contains subparts and compound questions. Huawei also objects that no discovery is proper here for the reasons set out above in General Objection 15. Subject to and without waiver of these objections and the General Objections, Huawei responds as follows:

Based on information within Huawei's possession, custody, or control, Huawei believes the Carrier IQ software installed on the Huawei Ascend II m865 only could transmit data with an active cellular connection. However, Huawei lacks actual knowledge of the means by which Carrier IQ software embedded on Plaintiff White's mobile device transmitted or could transmit data collected by the Carrier IQ software to servers hosted by Carrier IQ for Cricket.

**INTERROGATORY NO. 9:**

Did or does the CARRIER IQ SOFTWARE installed at ANY time on the HUAWEI PLAINTIFF'S mobile device transmit or cause the transmission of user information or data over the network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke against him in this LITIGATION when such mobile device was or is no longer in contract with such CELLULAR PROVIDER? If YOUR answer is yes, please describe ALL such transmissions, including ALL types of information or data transmitted; and please identify ALL recipients of ALL such information or data transmitted.

**RESPONSE TO INTERROGATORY NO. 9:**

Huawei hereby incorporates each of its General Objections as if set forth herein. Huawei further objects to this interrogatory as overly broad or unduly burdensome, as set out in General Objection 2, in part because it seeks "all" transmissions, types of information or data transmitted, and recipients. Huawei also objects to the terms "transmit," "cause the transmission of," "transmission(s)," "user," "information," "data," "disconnected," "network," "direct connection," "Internet-capable," "affected," and "recipients" as vague, ambiguous, and undefined. For the purpose of responding to this Interrogatory, Huawei interprets the phrase "transmit or cause the transmission of" to mean Carrier IQ software sending data from a mobile

1 device on which it is installed to a location external to that mobile device. Huawei further  
 2 objects that this interrogatory is vague and ambiguous as set out in General Objection 9.  
 3 Huawei also objects that this interrogatory calls for information outside of Huawei's possession,  
 4 custody, or control, as set out in General Objection 8. Huawei further objects to this  
 5 Interrogatory to the extent that it contains subparts and compound questions. Huawei also  
 6 objects that no discovery is proper here for the reasons set out above in General Objection 15.  
 7 Subject to and without waiver of these objections and the General Objections, Huawei responds  
 8 as follows:

9       Based on a meet and confer conducted between Carrier IQ's counsel and Plaintiffs'  
 10 counsel on this topic, Huawei understands this interrogatory to inquire whether any Carrier IQ  
 11 software installed on Plaintiff White's mobile device transmitted data over Cricket's cellular  
 12 network after Plaintiff White discontinued service with Cricket and/or switched service to  
 13 another wireless service provider. Huawei understands from the declaration of Rick Baughman  
 14 in Support of Defendants' Motion to Compel Arbitration (Dkt. # 134) that Plaintiff White had  
 15 not discontinued service with Cricket on the Huawei Ascend II m865 as of November 2012 (and  
 16 Huawei is informed and believes that Plaintiff White had not discontinued service with Cricket  
 17 as of the date of service of these interrogatories).

18  
 19 **INTERROGATORY NO. 10:**

20       Was Carrier IQ product known as IQ Experience Insight Manager installed at ANY time  
 21 on the HUAWEI PLAINTIFF'S mobile device at issue in this LITIGATION?

22 **RESPONSE TO INTERROGATORY NO. 10:**

23       Huawei hereby incorporates each of its General Objections as if set forth herein.  
 24 Huawei further objects to this interrogatory to the extent that it contains subparts and compound  
 25 questions. Huawei also objects that no discovery is proper here for the reasons set out above in  
 26 General Objection 15. Subject to and without waiver of these objections and the General  
 27 Objections, Huawei responds as follows:

1 The "IQ Experience Insight Manager" was not installed on the Huawei Ascend II m865  
2 cellphone at any time.

3  
4 **INTERROGATORY NO. 11:**

5 Did or does CARRIER IQ SOFTWARE installed at ANY time on the HUAWEI  
6 PLAINTIFF'S mobile device ever see, access, process, filter, store, or transmit from the mobile  
7 device: ANY SMS text messages, whether sent by or to the HUAWEI PLAINTIFF or other user  
8 of the device; ANY URLs containing HTTP or HTTPS strings embedded with information such  
9 as search terms, user names, passwords, and geo- or GPS-based location data; media viewing  
10 history; telephone numbers dialed and attached to calls received; dialer keypad presses; or  
11 application purchases and uses? If YOUR answer to ANY of the foregoing is yes, please  
12 specify the information or data involved; and please identify the recipient of ANY such  
13 information or data transmitted.

14 **RESPONSE TO INTERROGATORY NO. 11:**

15 Huawei hereby incorporates each of its General Objections as if set forth herein.  
16 Huawei further objects to this interrogatory as overly broad or unduly burdensome, as set out in  
17 General Objection 2. Huawei also objects that this interrogatory is vague and ambiguous as set  
18 out in General Objection 9. Huawei further objects that this interrogatory calls for information  
19 outside of Huawei's possession, custody, or control, as set out in General Objection 8. Huawei  
20 also objects to the extent this interrogatory calls for privileged or confidential information, as set  
21 out in General Objection 6. Huawei further objects to the terms and phrases "installed," "see,"  
22 "access," "filter," "store," "transmit," "other user," "HTTP or HTTPS strings embedded with  
23 information," "media viewing history," "telephone numbers dialed and attached to calls  
24 received," "dialer keypad presses," "application purchases and uses," "affected," "information,"  
25 "data," and "recipient" as vague, ambiguous, and undefined. Huawei also objects to this  
26 interrogatory to the extent that it contains subparts and compound questions. Huawei further  
27 objects that this interrogatory is outside the scope of appropriate arbitration-related discovery  
28

identified in Judge Chen's order of April 1, 2013 because the information sought is not "relevant to the *means* of transmission." See Order Re Joint Letter Of March 21, 2013 (Dkt. No. 155) (emphasis in original). Huawei also objects that no discovery is proper here for the reasons set out above in General Objection 15.

**INTERROGATORY NO. 12:**

For ANY information or data identified in your answer to Interrogatory No. 11 that is seen, accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and conditions of service or other agreement(s) whose arbitration provisions YOU invoke as to the HUAWEI PLAINTIFF that YOU contend permits or addresses the seeing, accessing, processing, filtering, storage, or transmission thereof.

**RESPONSE TO INTERROGATORY NO. 12:**

Huawei hereby incorporates each of its General Objections as if set forth herein. Huawei further objects to this interrogatory as overly broad or unduly burdensome, as set out in General Objection 2. Huawei also objects that this interrogatory is vague and ambiguous as set out in General Objection 9. Huawei further objects that this interrogatory calls for information outside of Huawei's possession, custody, or control, as set out in General Objection 8. Huawei also objects to the extent this interrogatory calls for privileged or confidential information, as set out in General Objection 6. Huawei further objects to the terms and phrases "installed," "see," "access," "filter," "store," "transmit," "other user," "HTTP or HTTPS strings embedded with information," "media viewing history," "telephone numbers dialed and attached to calls received," "dialer keypad presses," "application purchases and uses," "affected," "information," "data," and "recipient" as vague, ambiguous, and undefined. Huawei also objects to this interrogatory to the extent that it contains subparts and compound questions. Huawei further objects that this interrogatory is outside the scope of appropriate arbitration-related discovery identified in Judge Chen's order of April 1, 2013 because the information sought is not

“relevant to the *means* of transmission.” *See* Order Re Joint Letter Of March 21, 2013 (Dkt. No. 155) (emphasis in original). Huawei also objects that no discovery is proper here for the reasons set out above in General Objection 15.

**INTERROGATORY NO. 13:**

Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY mobile device belonging to the HUAWEI PLAINTIFF by YOU or ANY CELLULAR PROVIDER? If so, please describe the contents of ALL COMMUNICATIONS explaining the reasons for, or demanding, that the CARRIER IQ SOFTWARE be removed or disabled, including ANY such COMMUNICATIONS advising or explaining that the CARRIER IQ SOFTWARE was not operating as contemplated, specified, or agreed-to by the HUAWEI PLAINTIFF’S CELLULAR PROVIDERS or CARRIER IQ itself, or as purportedly contemplated by the HUAWEI PLAINTIFF’S terms and conditions of service, or other agreements, with ANY such CELLULAR PROVIDER.

**RESPONSE TO INTERROGATORY NO. 13:**

Huawei hereby incorporates each of its General Objections as if set forth herein. Huawei further objects to this interrogatory as overly broad or unduly burdensome, as set out in General Objection 2. Huawei also objects that this interrogatory is vague and ambiguous as set out in General Objection 9. Huawei further objects that this interrogatory calls for information outside of Huawei’s possession, custody, or control, as set out in General Objection 8. Huawei also objects to the extent this interrogatory calls for privileged or confidential information, as set out in General Objection 6. Huawei further objects to the terms and phrases “installed,” “see,” “access,” “filter,” “store,” “transmit,” “other user,” “HTTP or HTTPS strings embedded with information,” “media viewing history,” “telephone numbers dialed and attached to calls received,” “dialer keypad presses,” “application purchases and uses,” “affected,” “information,” “data,” and “recipient” as vague, ambiguous, and undefined. Huawei also objects to this interrogatory to the extent that it contains subparts and compound questions. Huawei further

1 objects that this interrogatory is outside the scope of appropriate arbitration-related discovery  
2 identified in Judge Chen's order of April 1, 2013 because the information sought is not  
3 "relevant to the *means* of transmission." See Order Re Joint Letter Of March 21, 2013 (Dkt. No.  
4 155) (emphasis in original). Huawei also objects that no discovery is proper here for the reasons  
5 set out above in General Objection 15.

6  
7 DATED: May 28, 2013

COVINGTON & BURLING LLP

8 

9 By: \_\_\_\_\_

10 Simon J. Frankel

11 Attorneys for Defendant  
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12 Attorneys for Defendant HTC America, Inc.

13 UNITED STATES DISTRICT COURT  
14  
15 NORTHERN DISTRICT OF CALIFORNIA  
16  
17 SAN FRANCISCO DIVISION

18 IN RE CARRIER IQ, INC. CONSUMER  
19 PRIVACY LITIGATION,

Case No. 12-MD-2330-EMC

**DEFENDANT HTC AMERICA, INC.'S  
RESPONSES TO PLAINTIFFS'  
INTERROGATORIES REGARDING  
UNCONSCIONABILITY AND SCOPE  
ISSUES**

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant  
2 HTC America, Inc. ("HTCA") hereby objects and responds to Plaintiffs' Interrogatories to HTC  
3 America, Inc. Regarding Unconscionability and Scope Issues (the "Interrogatories") dated April  
4 22, 2013.

5 **GENERAL OBJECTIONS**

6 1. HTCA objects to each and every Interrogatory and Definition to the extent  
7 it seeks information that is neither relevant to arbitrability nor reasonably calculated to lead to the  
8 discovery of admissible evidence on arbitrability as beyond the scope of permissible discovery at  
9 this stage of the litigation. *See* Order Re Joint Letter of March 21, 2013 (Dkt. No. 157); Minute  
10 Order dated May 24, 2012 (Dkt. No. 59).

11 2. HTCA objects to each and every Interrogatory and Definition to the extent  
12 it is inconsistent with applicable law, or attempts to impose any burdens inconsistent with or in  
13 addition to the obligations under applicable law, including the Federal Rules of Civil Procedure  
14 and the Civil Local Rules of this Court. HTCA will respond to the Interrogatories consistent with  
15 applicable law.

16 3. HTCA objects to each and every Interrogatory, Definition, and Instruction  
17 on the ground that it seeks discovery of documents or information not authorized under the  
18 Federal Arbitration Act, 9 U.S.C. § 2, which calls for a summary and speedy disposition of  
19 motions to enforce arbitration clauses with only restricted inquiry into factual issues. Plaintiffs  
20 have not demonstrated and cannot demonstrate a compelling showing that the requested discovery  
21 is required.

22 4. HTCA objects to each and every Interrogatory and Definition to the extent  
23 it is vague, ambiguous, unintelligible, and fails to describe the information sought with reasonable  
24 particularity.

25 5. HTCA objects to each and every Interrogatory and Definition to the extent  
26 it is overbroad or unduly burdensome, including but not limited to because it seeks information  
27 relating to time periods not relevant to the issue of arbitrability. In particular, HTCA objects that  
28

1 Plaintiffs' request for information for the time period of December 1, 2007 through the present is  
2 overbroad and unduly burdensome.

3           6.       HTCA objects to each and every Interrogatory and Definition to the extent  
4 that it is compound, conjunctive, disjunctive, or contains improper subparts.

5           7.       HTCA objects to each and every Interrogatory and Definition to the extent  
6 that it seeks information protected by the attorney-client privilege, work product doctrine, joint  
7 defense privilege, common interest privilege, or any other applicable privilege, doctrine,  
8 immunity, or protection.

9           8.       HTCA objects to each and every Interrogatory and Definition to the extent  
10 that it seeks information that is confidential and/or proprietary, or information that is subject to  
11 any protective order, privacy interest, contractual obligation or confidentiality obligation or  
12 protection, or otherwise protected from disclosure by law.

13           9.       HTCA objects to each and every Interrogatory and Definition to the extent  
14 that it seeks information that is not within HTCA's possession, custody, or control.

15           10.      HTCA objects to each and every Interrogatory and Definition to the extent  
16 that it seeks information that is already in the Plaintiffs' possession, custody, or control, available  
17 in the public domain, or otherwise may be obtained from a source other than HTCA that is more  
18 convenient, less burdensome, and/or less expensive.

19           11.      HTCA objects to the definition of the term "CARRIER IQ" on the ground  
20 that it is vague, ambiguous, overbroad, unduly burdensome, and oppressive. HTCA further  
21 objects to this definition on the ground that it calls for a legal conclusion. In responding to the  
22 Interrogatories, HTCA will interpret the term "CARRIER IQ" to mean Defendant Carrier IQ, Inc.

23           12.      HTCA objects to the definition of the term "CARRIER IQ SOFTWARE" as  
24 vague, ambiguous, overbroad, unduly burdensome, and oppressive.

25           13.      HTCA objects to the definition of the term "COMMUNICATION" as  
26 vague, ambiguous, overbroad, unduly burdensome, and oppressive.

27           14.      HTCA objects to the definition of the term "MATERIALLY" as vague,  
28 ambiguous, overbroad, unduly burdensome, and oppressive.

1           15.     HTCA objects to the definition of the terms “YOU” and “YOUR” as vague,  
2 ambiguous, overbroad, unduly burdensome, and oppressive. HTCA further objects to this  
3 definition on the ground that it calls for a legal conclusion. In responding to the Interrogatories,  
4 HTCA will interpret the terms “YOU” and “YOUR” to mean Defendant HTC America, Inc. and  
5 will respond on behalf of only HTC America, Inc.

6           16.     HTCA objects to each and every Interrogatory and Definition as unduly  
7 burdensome to the extent it seeks discovery that is unreasonably cumulative or duplicative.

8           17.     No incidental or implied admissions are intended by the objections herein.  
9 The assertion of any objection to any Interrogatory is not intended to mean, and shall not be  
10 construed as acknowledging or suggesting, that any responsive information exists or that HTCA  
11 has possession, custody, or control over any such information. Nor shall the fact that HTCA has  
12 objected to any Interrogatory be taken as an admission that HTCA accepts or admits the existence  
13 of any fact set forth or assumed by such Interrogatory.

14           18.     HTCA’s failure to object to any Interrogatory or Definition on any  
15 particular ground shall not be construed as a waiver of its right to object on that ground or any  
16 other ground at any time, including following any meet and confer with Plaintiffs’ counsel  
17 concerning these responses.

18           19.     By responding to the Interrogatories, HTCA does not waive, and hereby  
19 expressly reserves, any objection that may be applicable to: (a) the use, for any purpose, by  
20 Plaintiffs of any information provided in response to the Interrogatories; or (b) the admissibility,  
21 relevance, or materiality of any such information to any issue in this action or any other action.

22           20.     HTCA reserves the right to modify or supplement these objections and  
23 responses to the extent allowed by law.

24           21.     Each and every General Objection shall be deemed to be incorporated in  
25 full into each of the individual responses set forth below. From time to time a specific response  
26 may repeat a General Objection. The omission of any General Objection in any specific response  
27 to any Interrogatory is not intended to be and should not be construed as a waiver or limitation of  
28 any General Objection to any Interrogatory. Likewise, the inclusion of any specific objection in

**INTERROGATORY NO. 8:**

Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the HTC PLAINTIFFS' mobile devices transmit or cause the transmission of user information or data when it is disconnected from the network of the CELLULAR PROVIDER whose arbitration provision(s) you seek to invoke against ANY HTC PLAINTIFF in this LITIGATION, particularly over Wi-Fi or by direct connection to an Internet-capable device (e.g., via USB, Firewire, or Bluetooth connection to an Internet-capable computer)? If YOUR answer is yes, please identify the HTC PLAINTIFF(S) affected and his, her, or their mobile device(s); please describe ALL such transmissions, including ALL types of information or data transmitted; and please identify ALL recipients of ALL such information or data transmitted.

**RESPONSE TO INTERROGATORY NO. 8:**

HTCA incorporates by reference its General Objections. HTCA further objects to this Interrogatory on the ground that it is not authorized under the Federal Arbitration Act, 9 U.S.C. § 2 because Plaintiffs have not demonstrated and cannot demonstrate a compelling showing that the requested discovery is required. HTCA further objects to this Interrogatory on the ground that it is vague and ambiguous with respect to the phrase "transmit or cause the transmission of." For the purpose of responding to this Interrogatory, HTCA interprets that phrase to mean Carrier IQ software sending data from a mobile device on which it is installed to a location external to that mobile device. HTCA further objects to this Interrogatory on the ground that it is vague and ambiguous with respect to the term "user information or data." HTCA further objects to this interrogatory on the grounds that it is overbroad, unduly burdensome, and seeks information beyond the permissible scope of discovery at this stage of the litigation as set forth by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157), particularly because it seeks information "describe[ing] ALL such transmissions, including ALL types of information or data transmitted; and please identify ALL recipients of ALL such information or data transmitted." HTCA further objects to this Interrogatory to the extent it contains subparts and compound questions. HTCA further objects to this interrogatory on the ground that it is vague and ambiguous with respect to the

1 phrase “ANY of the HTC PLAINTIFFS’ mobile devices.” For the purpose of responding to this  
 2 Interrogatory, HTCA interprets that phrase to mean the HTC Evo owned by Plaintiff Brian  
 3 Sandstrom (Miller Decl. ¶ 35), the HTC Evo owned by Plaintiff Luke Szulczewski (*Id.* ¶ 63), the  
 4 HTC A9292 WT Bar (Evo) owned by Plaintiff Clarissa Portales (*Id.* ¶ 77), the HTC Evo owned by  
 5 Plaintiff Michael Allan (*Id.* ¶ 88), and the HTC Evo owned by Plaintiff Dao Phong (*Id.* ¶ 111).  
 6 Subject to and without waiving the foregoing objections, and as HTCA understands this  
 7 Interrogatory, HTCA responds as follows: HTCA does not have knowledge of whether and by  
 8 what means Carrier IQ software did or does send data from the HTC Plaintiffs’ mobile devices to  
 9 locations external to those mobile devices. Based on representations made by Carrier IQ,  
 10 however, HTCA understands that Carrier IQ software is not designed to send data from the HTC  
 11 Plaintiffs’ mobile devices to locations external to the mobile devices unless the devices are  
 12 connected to the Sprint network.

13 **INTERROGATORY NO. 9:**

14 Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the HTC  
 15 PLAINTIFFS’ mobile devices transmit or cause the transmission of user information or data over  
 16 the network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke  
 17 against ANY HTC PLAINTIFF in this LITIGATION when such mobile device(s) was or is no  
 18 longer in contract with such CELLULAR PROVIDER? If YOUR answer is yes, please identify  
 19 the HTC PLAINTIFF(S) affected and his, her, or their mobile device(s); please describe ALL such  
 20 transmissions, including ALL types of information or data transmitted; and please identify ALL  
 21 recipients of ALL such information or data transmitted.

22 **RESPONSE TO INTERROGATORY NO. 9:**

23 HTCA incorporates by reference its General Objections. HTCA further objects to this  
 24 Interrogatory on the ground that it is not authorized under the Federal Arbitration Act, 9 U.S.C.  
 25 § 2 because Plaintiffs have not demonstrated and cannot demonstrate a compelling showing that  
 26 the requested discovery is required. HTCA further objects to this Interrogatory on the ground that  
 27 it is vague and ambiguous with respect to the term “user information or data.” HTCA further  
 28 objects to this Interrogatory on the ground that it is vague and ambiguous with respect to the

1 phrase “transmit or cause the transmission of.” For the purpose of responding to this  
2 Interrogatory, HTCA interprets that phrase to mean Carrier IQ software sending data from a  
3 mobile device on which it is installed to a location external to that mobile device. HTCA further  
4 objects to this Interrogatory on the ground that the phrase “was or is no longer in contract with” is  
5 vague and ambiguous. For the purpose of responding to this Interrogatory, HTCA interprets that  
6 phrase as “no longer a party to the 2011 Sprint Terms & Conditions of Service attached to the  
7 Declaration of Stephanie Miller (“Miller Decl.”) as Exhibit B 2011 or any prior versions of  
8 Sprint’s Terms & Conditions of Service that are materially similar.” HTCA further objects to the  
9 portion of the Interrogatory asking HTCA to “describe ALL such transmissions, including ALL  
10 types of information or data transmitted; and please identify ALL recipients of ALL such  
11 information or data transmitted” on the ground that it is overbroad, unduly burdensome, and  
12 beyond the scope of discovery permissible at this stage of the litigation as set forth by the Court in  
13 its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its Order re Joint Letter of March 21,  
14 2013, dated April 1, 2013 (Dkt. No. 157). HTCA further objects to this Interrogatory to the extent  
15 it contains subparts and compound questions. HTCA further objects to this Interrogatory on the  
16 ground that it is vague and ambiguous with respect to the phrase “ANY of the HTC PLAINTIFFS’  
17 mobile devices.” For the purpose of responding to this Interrogatory, HTCA interprets that phrase  
18 to mean the HTC Evo owned by Plaintiff Brian Sandstrom (Miller Decl. ¶ 35), the HTC Evo  
19 owned by Plaintiff Luke Szulczewski (*Id.* ¶ 63), the HTC A9292 WT Bar (Evo) owned by  
20 Plaintiff Clarissa Portales (*Id.* ¶ 77), the HTC Evo owned by Plaintiff Michael Allan (*Id.* ¶ 88), and  
21 the HTC Evo owned by Plaintiff Dao Phong (*Id.* ¶ 111). Subject to and without waiving the  
22 foregoing objections, and as HTCA understands this Interrogatory, HTCA responds as follows:  
23 For any of the HTC Plaintiffs not in contact with Sprint, HTCA does not have knowledge of  
24 whether Carrier IQ software did or does send data from their mobile devices to locations external  
25 to those mobile devices over Sprint’s network.

**INTERROGATORY NO. 10:**

Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY time on ANY of the HTC PLAINTIFFS' mobile devices at issue in this LITIGATION? If so, please identify the HTC PLAINTIFF(S) affected and his, her, or their mobile device(s).

**RESPONSE TO INTERROGATORY NO. 10:**

HTCA incorporates by reference its General Objections. HTCA further objects to this Interrogatory on the ground that it is not authorized under the Federal Arbitration Act, 9 U.S.C. § 2 because Plaintiffs have not demonstrated and cannot demonstrate a compelling showing that the requested discovery is required. HTCA further objects to the Interrogatory on the ground that it is overbroad, unduly burdensome, and seeks information beyond the scope of discovery permissible at this stage of the litigation as set forth by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157). HTCA further objects to this Interrogatory to the extent it contains subparts and compound questions. HTCA further objects to this Interrogatory on the ground that it is vague and ambiguous with respect to the phrase "ANY of the HTC PLAINTIFFS' mobile devices." For the purpose of responding to this Interrogatory, HTCA interprets that phrase to mean the HTC Evo owned by Plaintiff Brian Sandstrom (Miller Decl. ¶ 35), the HTC Evo owned by Plaintiff Luke Szulczewski (*Id.* ¶ 63), the HTC A9292 WT Bar (Evo) owned by Plaintiff Clarissa Portales (*Id.* ¶ 77), the HTC Evo owned by Plaintiff Michael Allan (*Id.* ¶ 88), and the HTC Evo owned by Plaintiff Dao Phong (*Id.* ¶ 111). Subject to and without waiving the foregoing objections, and as HTCA understands this Interrogatory, HTCA responds as follows: The IQ Experience Insight Manager was not installed on any of the HTC Plaintiffs' mobile devices.

**INTERROGATORY NO. 11:**

Did or does CARRIER IQ SOFTWARE installed at ANY time on ANY of the HTC PLAINTIFFS' mobile devices ever see, access, process, filter, store, or transmit from the mobile device: ANY SMS text messages, whether sent by or to the HTC PLAINTIFF or other user of the device; ANY URLs containing HTTP or HTTPS strings embedded with information such as search terms, user names, passwords, and geo- or GPS-based location data; media viewing history;

1 telephone numbers dialed and attached to calls received; dialer keypad presses; or application  
 2 purchases and uses? If YOUR answer to ANY of the foregoing is yes, please identify the HTC  
 3 PLAINTIFF(S) affected and his, her, or their mobile device(s); please specify the information or  
 4 data involved; and please identify the recipient of ANY such information or data transmitted.

5 **RESPONSE TO INTERROGATORY NO. 11:**

6 HTCA incorporates by reference its General Objections. HTCA further objects to this  
 7 Interrogatory on the ground that it is not authorized under the Federal Arbitration Act, 9 U.S.C. §  
 8 2 because Plaintiffs have not demonstrated and cannot demonstrate a compelling showing that the  
 9 requested discovery is required. HTCA further objects to this Interrogatory on the ground that it is  
 10 overbroad, unduly burdensome, and beyond the scope of discovery permissible at this stage of the  
 11 litigation as set forth by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its  
 12 Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157). HTCA further  
 13 objects to this Interrogatory to the extent it contains subparts and compound questions. HTCA  
 14 further objects to this interrogatory on the ground that it is vague and ambiguous with respect to  
 15 the phrase “ANY of the HTC PLAINTIFFS’ mobile devices.”

16 **INTERROGATORY NO. 12:**

17 For ANY information or data identified in your answer to Interrogatory No. 11 that is seen,  
 18 accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please  
 19 identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and  
 20 conditions of service or other agreement(s) whose arbitration provisions YOU invoke as to ANY  
 21 HTC PLAINTIFF

22 **RESPONSE TO INTERROGATORY NO. 12:**

23 HTCA incorporates by reference its General Objections. HTCA further objects to this  
 24 Interrogatory on the ground that it is not authorized under the Federal Arbitration Act, 9 U.S.C. §  
 25 2 because Plaintiffs have not demonstrated and cannot demonstrate a compelling showing that the  
 26 requested discovery is required. HTCA further objects to this Interrogatory on the ground that it  
 27 seeks information beyond the scope of discovery permissible at this stage of the litigation as set  
 28 forth by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its Order re Joint

1 Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157). To the extent any provisions of  
 2 Sprint's Terms & Conditions of Service other than the Dispute Resolution provision are relevant  
 3 to the Motion to Compel Arbitration, those provisions are identified in the Memorandum of Points  
 4 and Authorities in support of the motion. *See, e.g.* pp. 4-5, 13-16, 27, 35.

5 **INTERROGATORY NO. 13:**

6 Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY mobile  
 7 device belonging to ANY HTC PLAINTIFF by YOU or ANY CELLULAR PROVIDER? If so,  
 8 please identify the HTC PLAINTIFF(S) affected and his, her, or their mobile device(s), and please  
 9 describe the contents of ALL COMMUNICATIONS explaining the reasons for, or demanding,  
 10 that the CARRIER IQ SOFTWARE be removed or disabled, including ANY such  
 11 COMMUNICATIONS advising or explaining that the CARRIER IQ SOFTWARE was not  
 12 operating as contemplated, specified, or agreed to by ANY of the HTC PLAINTIFFS'  
 13 CELLULAR PROVIDERS or CARRIER IQ itself, or as purportedly contemplated by ANY of the  
 14 HTC PLAINTIFFS' terms and conditions of service, or other agreements, with ANY such  
 15 CELLULAR PROVIDER.

16 **RESPONSE TO INTERROGATORY NO. 13:**

17 HTCA incorporates by reference its General Objections. HTCA further objects to this  
 18 Interrogatory on the ground that it is not authorized under the Federal Arbitration Act, 9 U.S.C. §  
 19 2 because Plaintiffs have not demonstrated and cannot demonstrate a compelling showing that the  
 20 requested discovery is required. HTCA further objects to this Interrogatory on the ground that it is  
 21 overbroad, unduly burdensome, and beyond the scope of discovery permissible at this stage of the  
 22 litigation as set forth by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its  
 23 Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157). HTCA further  
 24 objects to this Interrogatory to the extent it contains subparts and compound questions. HTCA  
 25 further objects to this interrogatory on the ground that it is vague and ambiguous with respect to  
 26 the phrase "ANY mobile device belonging to ANY HTC PLAINTIFF."  
 27  
 28

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10 Attorneys for Defendant  
11 LG ELECTRONICS MOBILECOMM U.S.A., INC.

12 UNITED STATES DISTRICT COURT  
13  
14 NORTHERN DISTRICT OF CALIFORNIA  
15  
16 SAN FRANCISCO DIVISION

17 IN RE

18 CARRIER IQ, INC.,  
19 CONSUMER PRIVACY LITIGATION

CASE NO. 3:12-md-2330-EMC

**DEFENDANT LG ELECTRONICS  
MOBILECOMM U.S.A., INC.'S  
RESPONSES TO PLAINTIFFS'  
INTERROGATORIES REGARDING  
UNCONSCIONABILITY AND SCOPE  
ISSUES**

20 RESPONDING PARTY: DEFENDANT LG ELECTRONICS MOBILECOMM U.S.A., INC.  
21  
22 REQUESTING PARTY: PLAINTIFFS  
23  
24 SET NUMBER: ONE  
25  
26  
27  
28

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, and Civil Local Rule 33-1 of the United States District Court for the Northern District of California, defendant LG Electronics MobileComm U.S.A., Inc. ("LGEMUSA") provides the following responses and objections to Plaintiffs Gary Cribbs, Mark Laning, Daniel Pipkin, Patrick Kenny, Luke Szulczewski, Brian Sandstrom, Colleen Fischer, Eric Thomas, Matthew Hiles, Michael Allan, Bobby Cline, Shawn Grisham, Ryan McKeen, Clarissa Portales, Dao Phong, Leron Levy, and Douglas White's (collectively, "Plaintiffs") Interrogatories to Defendant LG Electronics MobileComm U.S.A., Inc. Regarding Unconscionability and Scope Issues ("Interrogatories").

LGEMUSA sets forth the following objections and limitations while reserving the right to revise, supplement, correct or add to this response. LGEMUSA's counsel is willing to meet and confer with Plaintiffs' counsel, at a mutually agreeable time and place, in order to try to resolve any of the objections set forth herein and to clarify the vague or overbroad terms used by Plaintiffs.

### **GENERAL RESPONSES AND OBJECTIONS**

LGEMUSA hereby incorporates by reference the following General Responses and Objections and Objections to Definitions (collectively, the "General Objections") set forth below into each and every Specific Response and Objection to each Interrogatory as if fully set forth therein.

1. LGEMUSA objects to the Interrogatories to the extent that they seek information that is irrelevant to the arbitrability of this matter and are therefore beyond the scope of permissible discovery at this stage of the litigation as ordered by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and as clarified in the Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157).

2. LGEMUSA objects to each Interrogatory to the extent that it purports to impose on LGEMUSA obligations inconsistent with, or beyond, those provided by the Federal Rules of Civil Procedure and Civil Local Rules of the United States District Court for the Northern District of California.

1           3.       LGEMUSA objects to the Interrogatories to the extent that they seek information  
2 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the  
3 joint defense privilege, the common interest doctrine, the privacy rights of any individuals  
4 potentially encompassed by the Interrogatories, or any other applicable privilege or protection.  
5 LGEMUSA further objects to the Interrogatories to the extent that they seek disclosure of  
6 information protected from discovery by constitutional, statutory, or judicial guarantees of  
7 privacy, including under Article 1, Section 1 of the California Constitution.

8           4.       LGEMUSA objects to the Interrogatories to the extent that they seek the  
9 disclosure of trade secrets or sensitive, confidential or proprietary commercial, business, financial  
10 or personal information.

11           5.       LGEMUSA objects to the Interrogatories to the extent that they seek information  
12 that is neither relevant to this action nor reasonably calculated to lead to the discovery of  
13 admissible evidence.

14           6.       LGEMUSA objects to the Interrogatories to the extent they seek information that  
15 is a matter of public record, or is otherwise accessible or available to Plaintiffs.

16           7.       LGEMUSA objects to the Interrogatories to the extent that they seek information  
17 contained in documents previously produced to Plaintiffs or information that is otherwise in  
18 Plaintiffs' possession.

19           8.       LGEMUSA objects to the Interrogatories to the extent they seek information more  
20 properly sought from parties other than the LGEMUSA.

21           9.       LGEMUSA objects to the Interrogatories to the extent they purport to require  
22 LGEMUSA to disclose information that is not within LGEMUSA's possession, custody or  
23 control.

24           10.      The General Objections set forth above and below are hereby incorporated into  
25 each specific response set forth below, as if fully set forth, and shall be deemed to be continuing  
26 even though not specifically referred to in each response to each specific Interrogatory. No such  
27 objection is waived by answering the Interrogatory in whole or in part. Any response provided  
28 herein is subject to and limited by all General Objections stated herein.

**OBJECTIONS TO DEFINITIONS**

1. LGEMUSA objects to Definition B, "CARRIER IQ," on the grounds that it is overbroad, vague and ambiguous.
2. LGEMUSA objects to Definition E, "COMMUNICATION," on the grounds that it is overbroad, vague and ambiguous.
3. LGEMUSA objects to Definition I, "MATERIALLY," on the grounds that it is vague and ambiguous.
4. LGEMUSA objects to Definition K, "RELATE" and "RELATING," on the grounds that it is overbroad, vague and ambiguous.
5. LGEMUSA objects to Definition M, "YOU" and "YOUR," on the grounds that it is overbroad, vague and ambiguous insofar as it purports to encompass natural persons and entities other than LGEMUSA. LGEMUSA has construed the terms "YOU" and "YOUR" to mean LG Electronics MobileComm U.S.A., Inc. and responds herein solely on behalf of that entity.

**SPECIFIC RESPONSES AND OBJECTIONS**

**INTERROGATORY NO. 1:**

For ALL instances in which YOU have been a party in ANY prior arbitration under ANY of the CELLULAR PROVIDER arbitration provisions you have invoked in this LITIGATION or ANY MATERIALLY similar arbitration provisions, where such arbitration related to CARRIER IQ SOFTWARE or involved claims under ANY of the RELEVANT LAWS, please identify ALL such arbitrations by arbitration service, case name, and case number, and please describe the outcomes thereof.

**RESPONSE TO INTERROGATORY NO. 1:**

LGEMUSA objects to Interrogatory No. 1 on the ground that it is vague and ambiguous with respect to the phrase "ANY MATERIALLY similar arbitration provisions." LGEMUSA further objects to this Interrogatory on the ground that it is overbroad to the extent it is not limited to proceedings involving mobile device end-users.

Subject to and without waiving the General and Specific Objections set forth above, LGEMUSA responds that there are no arbitrations responsive to this Interrogatory, as LGEMUSA has not previously been a party in any arbitrations under Sprint's arbitration

1 seeks information relating to “matters involving ANY of the RELEVANT LAWS,” and it seeks  
 2 information that goes beyond the permissible scope of discovery at this stage of the litigation as  
 3 set forth by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its Order re  
 4 Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157).

5 Subject to and without waiving the General and Specific Objections set forth above,  
 6 LGEMUSA responds that it has not previously made any attempt to compel arbitration under  
 7 Sprint’s arbitration provision in any other case.

8 **INTERROGATORY NO. 8:**

9 Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the LG  
 10 PLAINTIFFS’ mobile devices transmit or cause the transmission of user information or data  
 11 when it is disconnected from the network of the CELLULAR PROVIDER whose arbitration  
 12 provision(s) you seek to invoke against ANY LG PLAINTIFF in this LITIGATION, particularly  
 13 over Wi-Fi or by direct connection to an Internet-capable device (e.g., via USB, Firewire, or  
 14 Bluetooth connection to an Internet-capable computer)? If YOUR answer is yes, please identify  
 the LG PLAINTIFF(S) affected and his, her, or their mobile device(s); please describe ALL such  
 transmissions, including ALL types of information or data transmitted; and please identify ALL  
 recipients of ALL such information or data transmitted.

15 **RESPONSE TO INTERROGATORY NO. 8:**

16 LGEMUSA objects to Interrogatory No. 8 on the ground that it is compound and includes  
 17 subparts which relate to separate topics. LGEMUSA further objects to this Interrogatory on the  
 18 ground that it is vague and ambiguous with respect to the phrases “transmit or cause the  
 19 transmission of” and “user information or data.” LGEMUSA will construe the phrase “transmit  
 20 or cause the transmission of” to mean Carrier IQ software sending data from a mobile device on  
 21 which it is installed to a location external to that mobile device. LGEMUSA also objects to this  
 22 Interrogatory on the ground that some of its subparts, specifically those relating to the “types of  
 23 information or data transmitted” and “recipients of ALL such information or data transmitted,”  
 24 seek information that goes beyond the permissible scope of discovery at this stage of the  
 25 litigation as set forth by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its  
 26 Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157). LGEMUSA also  
 27 objects to this Interrogatory on the ground that it is more properly directed to the carriers, which  
 28

1 set what information or data is to be collected by the Carrier IQ software and how that  
2 information or data is to be transmitted.

3 Subject to and without waiving the General and Specific Objections set forth above,  
4 LGEMUSA responds that to the best of its knowledge, it understands and believes that the CIQ  
5 software could not and would not have transmitted or caused the transmission of any user  
6 information or data over a Wi-Fi connection, and furthermore, that the CIQ software could not  
7 and would not have transmitted or caused the transmission of any user information or data to any  
8 server when a mobile device was disconnected from Sprint's network.

9 **INTERROGATORY NO. 9:**

10 Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the LG  
11 PLAINTIFFS' mobile devices transmit or cause the transmission of user information or data over  
12 the network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke  
13 against ANY LG PLAINTIFF in this LITIGATION when such mobile device(s) was or is no  
14 longer in contract with such CELLULAR PROVIDER? If YOUR answer is yes, please identify  
15 the LG PLAINTIFF(S) affected and his, her, or their mobile device(s); please describe ALL such  
16 transmissions, including ALL types of information or data transmitted; and please identify ALL  
17 recipients of ALL such information or data transmitted.

18 **RESPONSE TO INTERROGATORY NO. 9:**

19 LGEMUSA objects to Interrogatory No. 9 on the ground that it is compound and includes  
20 subparts which relate to separate topics. LGEMUSA further objects to this Interrogatory on the  
21 ground that it is vague and ambiguous with respect to the phrases "transmit or cause the  
22 transmission of" and "user information or data." LGEMUSA will construe the phrase "transmit  
23 or cause the transmission of" to mean Carrier IQ software sending data from a mobile device on  
24 which it is installed to a location external to that mobile device. LGEMUSA also objects to this  
25 Interrogatory on the ground that some of its subparts, specifically those relating to the "types of  
26 information or data transmitted" and "recipients of ALL such information or data transmitted,"  
27 seek information that goes beyond the permissible scope of discovery at this stage of the  
28 litigation as set forth by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its  
Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157). LGEMUSA also  
objects to this Interrogatory on the grounds that it is vague and ambiguous with respect to the

1 phrase "in contract," and in any event this Interrogatory is more properly directed to the carriers  
 2 who should have this information and who maintain the contract records for their customers,  
 3 including the LG Plaintiffs.

4 Subject to and without waiving the General and Specific Objections set forth above,  
 5 LGEMUSA responds that it understands that the LG Plaintiffs were in contract with Sprint at all  
 6 pertinent times, as evidenced by the Declaration of Stephanie Miller (Dkt. No. 135) and  
 7 accompanying exhibits that relate to the LG Plaintiffs.

8 **INTERROGATORY NO. 10:**

9 Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY  
 10 time on ANY of the LG PLAINTIFFS' mobile devices at issue in this LITIGATION? If so,  
 please identify the LG PLAINTIFF(S) affected and his, her, or their mobile device(s).

11 **RESPONSE TO INTERROGATORY NO. 10:**

12 Subject to and without waiving the General Objections set forth above, LGEMUSA  
 13 responds that to the best of its knowledge, the Carrier IQ product known as IQ Experience  
 14 Insight Manager was not installed on any of the LG Plaintiffs' mobile devices at issue in this  
 15 litigation.

16 **INTERROGATORY NO. 11:**

17 Did or does CARRIER IQ SOFTWARE installed at ANY time on ANY of the LG  
 18 PLAINTIFFS' mobile devices ever see, access, process, filter, store, or transmit from the mobile  
 19 device: ANY SMS text messages, whether sent by or to the LG PLAINTIFF or other user of the  
 20 device; ANY URLs containing HTTP or HTTPS strings embedded with information such as  
 search terms, user names, passwords, and geo- or GPS-based location data; media viewing  
 21 history; telephone numbers dialed and attached to calls received; dialer keypad presses; or  
 application purchases and uses? If YOUR answer to ANY of the foregoing is yes, please identify  
 the LG PLAINTIFF(S) affected and his, her, or their mobile device(s); please specify the  
 22 information or data involved; and please identify the recipient of ANY such information or data  
 transmitted.

23 **RESPONSE TO INTERROGATORY NO. 11:**

24 LGEMUSA objects to Interrogatory No. 11 on the ground that it seeks information that  
 25 does not relate to the arbitrability of the present dispute between LGEMUSA and the LG  
 26 Plaintiffs, and the Interrogatory therefore improperly seeks information that goes beyond the  
 27 permissible scope of discovery at this stage of the litigation as set forth by the Court in its Civil  
 28 Minutes dated May 24, 2012 (Dkt. No. 59) and its Order re Joint Letter of March 21, 2013, dated

April 1, 2013 (Dkt. No. 157). LGEMUSA further objects to this Interrogatory on the ground that it is compound and includes subparts which relate to separate topics. LGEMUSA also objects to this Interrogatory on the ground that it is vague and ambiguous with respect to the phrases “see, access, process, filter, store or transmit,” “media viewing history,” “telephone numbers . . . attached to calls received,” “dialer keypad presses,” and “application purchases and uses.”

**INTERROGATORY NO. 12:**

For ANY information or data identified in your answer to Interrogatory No. 11 that is seen, accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and conditions of service or other agreement(s) whose arbitration provisions YOU invoke as to ANY LG PLAINTIFF that YOU contend permits or addresses the seeing, accessing, processing, filtering, storage, or transmission thereof.

**RESPONSE TO INTERROGATORY NO. 12:**

LGEMUSA objects to Interrogatory No. 12 on the ground that it seeks information that does not relate to the arbitrability of the present dispute between LGEMUSA and the LG Plaintiffs, and the Interrogatory therefore improperly seeks information that goes beyond the permissible scope of discovery at this stage of the litigation as set forth by the Court in its Civil Minutes dated May 24, 2012 (Dkt. No. 59) and its Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157). LGEMUSA further objects to this Interrogatory on the ground that it is vague and ambiguous with respect to the phrases “seen, accessed, processed, filtered, stored or transmitted” and “the seeing, accessing, processing, filtering, storage, or transmission thereof.”

Subject to and without waiving the General Objections set forth above, LGEMUSA responds that this Interrogatory is not applicable, per its Response to Interrogatory No. 11 above.

**INTERROGATORY NO. 13:**

Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY mobile device belonging to ANY LG PLAINTIFF by YOU or ANY CELLULAR PROVIDER? If so, please identify the LG PLAINTIFF(S) affected and his, her, or their mobile device(s), and please describe the contents of ALL COMMUNICATIONS explaining the reasons for, or demanding, that the CARRIER IQ SOFTWARE be removed or disabled, including ANY such COMMUNICATIONS advising or explaining that the CARRIER IQ SOFTWARE was not operating as contemplated, specified, or agreed-to by ANY of the LG PLAINTIFFS’ CELLULAR PROVIDERS or CARRIER IQ itself, or as purportedly contemplated by ANY of

1 the LG PLAINTIFFS' terms and conditions of service, or other agreements, with ANY such  
2 CELLULAR PROVIDER.

3 **RESPONSE TO INTERROGATORY NO. 13:**

4 LGEMUSA objects to Interrogatory No. 13 on the ground that it seeks information that  
5 does not relate to the arbitrability of the present dispute between LGEMUSA and the LG  
6 Plaintiffs, and the Interrogatory therefore improperly seeks information that goes beyond the  
7 permissible scope of discovery at this stage of the litigation as set forth by the Court in its Civil  
8 Minutes dated May 24, 2012 (Dkt. No. 59) and its Order re Joint Letter of March 21, 2013, dated  
9 April 1, 2013 (Dkt. No. 157). LGEMUSA further objects to this Interrogatory on the ground that  
10 it is compound and includes subparts which relate to separate topics. LGEMUSA also objects to  
11 this Interrogatory on the ground that it is vague and ambiguous with respect to the phrase  
12 "removed from, or disabled on," as well as to the extent the Interrogatory seeks information  
13 protected from disclosure by the attorney-client privilege, attorney work product doctrine, or any  
14 other applicable protection from disclosure.

15 Dated: May 28, 2013

SHEARMAN & STERLING LLP

16  
17 By:  \_\_\_\_\_

Jiyoun Chung

18  
19 Attorneys for Defendant  
20 LG ELECTRONICS MOBILECOMM U.S.A., INC.  
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Attorney for Defendant  
PANTECH WIRELESS, INC.

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

IN RE  
CARRIER IQ, INC.,  
CONSUMER PRIVACY LITIGATION

Civil Case No.: 12-MD-2330-EMC  
**PANTECH WIRELESS, INC. 'S**  
**OBJECTIONS AND RESPONSES TO**  
**PLAINTIFFS' INTERROGATORIES**  
**REGARDING UNCONSCIONABILITY**  
**AND SCOPE ISSUES**

Hon: Edward M. Chen

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REQUESTING PARTY: PLAINTIFFS  
RESPONDING PARTY: Defendant PANTECH WIRELESS, INC.  
SET NO.: ONE (NOS. 1-13)

Pursuant to Federal Rule of Civil Procedure 26 and 33, and Civil Local Rule 33-1 of the United States District Court for the Northern District of California, Defendant Pantech Wireless, Inc., ("Pantech"), by and through its undersigned attorneys, provides the following responses and objections to Plaintiffs' Interrogatories to Pantech Wireless, Inc. Regarding Unconscionability

1 and Scope Issues (“Interrogatories”), dated April 22, 2013. These responses are made solely in  
 2 response to these Interrogatories, and only in relation to this action.

3 Pantech sets forth the following objections and limitations while reserving the right to  
 4 revise, supplement, correct or add to this response. Pantech’s counsel is willing to meet and  
 5 confer with Plaintiffs’ counsel, at a mutually agreeable time and place, in order to try to resolve  
 6 any of the objections set forth herein and to clarify the vague or overbroad terms used by  
 7 Plaintiffs.  
 8

### 9 **GENERAL RESPONSES AND OBJECTIONS**

10 1. Pantech has not completed its investigation, discovery, analysis, legal research,  
 11 and preparation in this matter. Pantech’s responses are based only upon the information and  
 12 documentation that is presently available and known to Pantech after a reasonable investigation.  
 13 Further investigation, discovery, analysis, legal research, and/or preparation may reveal  
 14 additional information or documentation, or provide additional meaning to known factual  
 15 conclusions and legal contentions, all of which may result in the modification of these objections  
 16 and responses. Accordingly, Pantech reserves the right to modify, supplement, or amend these  
 17 objections and responses based upon subsequently ascertained, identified, or developed  
 18 information, opinions, facts, or contentions, in accordance with the Federal Rules of Civil  
 19 Procedure, and the Local Rules in this action. Pantech hereby incorporates by reference the  
 20 following General Responses and Objections and Objections to Definitions (collectively, the  
 21 “General Objections”) set forth below into each and every Specific Response and Objection to  
 22 each Interrogatory as if fully set forth therein.

23 2. At this time, the Court has not yet ruled on Defendants’ Consolidated Motion to  
 24 Compel Arbitration and to Stay Litigation (the “Motion”), which was filed on November 20,  
 25 2012. Pursuant to the Court’s Orders of May 24, 2012 and July 16, 2012, discovery at this stage  
 26 of the litigation is limited exclusively to that which is appropriate in the context of a motion to  
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1 compel arbitration and that relates directly to the issues raised in the Motion. (May 24, 2012  
2 Minute Order, (Dkt. No. 59); July 16 Order at 2, ¶ 4.) Therefore, discovery that exceeds the  
3 appropriate bounds of arbitration-related discovery under the law, such as discovery that goes to  
4 the merits of the case, is not appropriate at this time. Consequently, Pantech objects to the  
5 Interrogatories to the extent that they seek information that is irrelevant to the arbitrability of this  
6 matter and to the extent the Interrogatories are therefore beyond the scope of permissible  
7 discovery at this stage of the litigation as ordered by the Court in its Civil Minutes dated May 24,  
8 2012 (Dkt. No. 59) and as clarified in the Order re Joint Letter of March 21, 2013, dated April 1,  
9 2013 (Dkt. No. 157).

10 3. Pantech objects to the Interrogatories and their accompanying Definitions  
11 (“Definitions”) to the extent that they are vague, ambiguous, unintelligible, fail to describe the  
12 information sought with the required reasonable particularity, are so unintelligible that Pantech  
13 cannot respond, or must speculate as to the information Plaintiffs seek or seek to impose  
14 obligations that exceed those imposed by the Federal Rules of Civil Procedure, local rules of this  
15 Court, or applicable case law. Unless instructed otherwise, Pantech shall give the terms of these  
16 Interrogatories their ordinary and plain meanings. Pantech objects to the extent such plain and  
17 ordinary meanings do not comport with Plaintiffs’ intentions in these Interrogatories.

18 4. Pantech objects to the Interrogatories and their accompanying Definitions to the  
19 extent they seek information that is irrelevant, immaterial, and/or not directly related to a claim  
20 or defense of any party in the above-entitled action, nor calculated to lead to the discovery of  
21 admissible evidence.

22 5. Pantech objects to the Interrogatories and their accompanying Definitions to the  
23 extent that they seek information that is confidential and/or proprietary, or information that is  
24 subject to any protective order, privacy interest, contractual obligation, or confidentiality  
25 obligation, or otherwise prohibited from disclosure by law. Such information shall be produced  
26 only subject to the terms of the protective order entered in this action.

27 6. Pantech objects to the Interrogatories and their accompanying Definitions insofar  
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1 as they seek to impose requirements or obligations on Pantech in addition to, or different from,  
2 those imposed by the Federal Rules of Civil Procedure, the Local Rules, any applicable Order of  
3 this Court, or any stipulation or agreement between the parties. Pantech expressly reserves the  
4 right to update, amend, or supplement its responses to these Interrogatories, but assumes no  
5 obligation to do so beyond those imposed by the Federal Rules of Civil Procedure and/or the  
6 Local Rules. In addition, these objections are made without prejudice to Pantech's right to  
7 present further additional or other evidence or contentions in a motion for summary judgment, at  
8 trial, or otherwise, based upon information hereafter identified, obtained, or developed.

9 7. Pantech generally objects to the Interrogatories to the extent that they assume  
10 facts that Pantech disputes, or to the extent that they are phrased in such a way as to be  
11 argumentative or lacking in foundation.

12 8. Pantech objects to Interrogatories and their accompanying Definitions insofar as  
13 they purport to impose any obligation to provide information that is not in Pantech's possession,  
14 custody, or control, and/or insofar that they call for Pantech to prepare documents and/or things  
15 that do not already exist; that is on behalf of any third party, or that is equally available to  
16 Plaintiffs as it is to Pantech.

17 9. Pantech objects to the Interrogatories and their accompanying Definitions to the  
18 extent that they are vague, ambiguous, fail to describe the information sought with the required  
19 reasonable particularity, or are so unintelligible that Pantech cannot respond or must speculate as  
20 to the information Plaintiffs seek.

21 10. Pantech objects to the Interrogatories and their accompanying Definitions insofar  
22 as they purport to impose any obligation to provide information that is already in Plaintiffs'  
23 possession, custody, or control, or that is a matter of public record.

24 11. Pantech objects to the Interrogatories and their accompanying Definitions as  
25 unduly burdensome insofar as they seek discovery that is cumulative or duplicative.

26 12. Pantech objects to the Interrogatories and their accompanying Definitions to the  
27 extent they seek electronically-stored information that is not accessible by Pantech because of  
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1 undue burden or cost, or otherwise.

2 13. Pantech objects to the Interrogatories and their accompanying Definitions insofar  
3 as they seek information protected from disclosure by the attorney-client privilege and/or the  
4 attorney work product doctrine, joint-defense privilege, or any other applicable privileges,  
5 protections, or immunities, including, but not limited to, communications generated after  
6 commencement of this litigation. Nothing in these objections and responses is intended to be or  
7 is a waiver of any attorney-client privilege, attorney work product immunity, or any other  
8 applicable privilege, immunity, doctrine, or protection.

9 14. Pantech objects to these Interrogatories and their accompanying Definitions to the  
10 extent that they seek information that is confidential and/or proprietary or information that is  
11 subject to any protective order, privacy interest, contractual obligation or confidentiality  
12 obligation or protection, or otherwise protected by law.

13 15. Pantech objects to these Interrogatories and their accompanying Definitions to the  
14 extent that they call for legal conclusions or otherwise attempt to re-cast legal issues as factual  
15 matters. Pantech's responses pursuant to these Interrogatories shall not be construed as  
16 agreement with or admission of any legal conclusion concerning the meaning or application of  
17 any terms used in such Interrogatories. See, e.g., Martin v. Safeco Ins. Co. of Am., No. 2:11-cv-  
18 01063 (E.D. Cal. 2012) (citing Playboy Enters., Inc. v. Welles, 60 F. Supp. 2d 1050, 1057 (S.D.  
19 Cal. 1999); see also, In re Enron Corp. Sec. Lit., 762 F. Supp. 2d 942, 959 (S.D. Tex. 2010)  
20 (citing In re Carney, 258 F.3d 415, 419 (5th Cir. 2001); EEOC v. Bloomberg L.P., No. 07-cv-  
21 8383, 2010 WL 3260150, at \*2 (S.D.N.Y. Aug. 4, 2010).

22 16. Pantech's analysis in this action is continuing. As a result, Pantech's responses  
23 are limited to information obtained and reviewed to date. Consequently, Pantech reserves the  
24 right to amend or supplement its responses after considering information obtained or reviewed  
25 through further discovery or objections.

26 17. Pantech hereby incorporates by reference each and every General Objection set  
27 forth above into each and every specific response set forth below, whether or not separately set  
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1 forth therein. A specific response may repeat a General Objection for emphasis or for some  
2 other reason. Failure to include any General Objection in any specific response is not a waiver  
3 of any General Objection to that response.

4 18. The fact that Pantech has responded to part or all of an Interrogatory is not  
5 intended to and shall not be construed as a waiver by Pantech of any objection to such  
6 Interrogatory.

7 19. Pantech objects to the definition of the term "CARRIER IQ" on the ground that it  
8 is vague, ambiguous, overbroad, unduly burdensome, and oppressive. Pantech further objects to  
9 this definition on the ground that it calls for a legal conclusion. In responding to the  
10 Interrogatories, Pantech will interpret the term "CARRIER IQ" to mean Defendant Carrier IQ,  
11 Inc.

12 20. Pantech objects to the definition of the term "CARRIER IQ SOFTWARE" as  
13 vague, ambiguous, overbroad, unduly burdensome, and oppressive.

14 21. Pantech objects to the definition of the term "CELLULAR PROVIDER" as  
15 vague, ambiguous, overbroad, unduly burdensome, and oppressive.

16 22. Pantech objects to the definition of the term "COMMUNICATION" as vague,  
17 ambiguous, overbroad, unduly burdensome, and oppressive. Pantech further objects to the  
18 definition of "COMMUNICATION" to the extent it includes communications protected from  
19 disclosure by the attorney-client privilege and/or the attorney work product doctrine, joint-  
20 defense privilege, or any other applicable privileges, protections, or immunities. Pantech further  
21 objects to the definition of "COMMUNICATION" to the extent it includes information that is  
22 confidential and/or proprietary, or information that is subject to any protective order, privacy  
23 interest, contractual obligation, or confidentiality obligation, or otherwise prohibited from  
24 disclosure by law.

25 23. Pantech objects to the definition of the term "MATERIALLY" as vague,  
26 ambiguous, overbroad, unduly burdensome, and oppressive.

27 24. Pantech objects to the definition of the term "PERSON" as vague, ambiguous,  
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1 overbroad, unduly burdensome, and oppressive.

2       25. Pantech objects to the definition of the term “YOU” or “YOUR” (which is  
3 purportedly “Defendant Pantech Wireless, Inc. and ANY partner, employee, independent  
4 contractor, representative, attorney, agent, accountant, investigator, subsidiary, parent, affiliate,  
5 predecessor-in-interest, successor, or other PERSON or entity acting on its behalf or as a  
6 fictitious business name for any of the above”) where “PERSON” is in turn defined as “any  
7 natural person or entity, INCLUDING partnerships, corporations, limited liability companies,  
8 associations, governmental agencies, organizations of ANY kind, and ANY agent of the  
9 foregoing” on the grounds that the convoluted and multi-part definition is compound, overbroad,  
10 vague and ambiguous, calls for a legal conclusion and includes entities that have not been named  
11 as defendants in this action and/or are not subject to Pantech’s control. Pantech further objects to  
12 the definition because, on its face, the term calls for information and or the production of  
13 documents protected by the attorney-client and work product privileges. In responding to the  
14 Requests, Pantech interprets the term “YOU” to mean Pantech Wireless, Inc.

15       26. No incidental or implied admissions are intended by the objections herein. The  
16 assertion of any objection to any Interrogatory is not intended to mean, and shall not be  
17 construed as acknowledging or suggesting, that any responsive information exists or that Pantech  
18 has possession, custody, or control over any such information. Nor shall the fact that Pantech  
19 has objected to any Interrogatory be taken as an admission that Pantech accepts or admits the  
20 existence of any fact set forth or assumed by such Interrogatory.

21       27. Pantech generally objects to the definitions contained in the Interrogatories to the  
22 extent that they impose conditions that are vague, ambiguous, overly broad, and unduly  
23 burdensome, and to the extent such conditions exceed the requirements of the Federal Rules of  
24 Civil Procedure.

25       28. Pantech objects to the definition of “PERSON” as vague, ambiguous, uncertain,  
26 overbroad, calls for a legal conclusion, and includes entities that have not been named as  
27 defendants in this action and/or are not subject to Pantech’s control. The definition includes  
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1 “ANY natural person or entity, INCLUDING partnerships, corporations, limited liability  
 2 companies, associations, governmental agencies, organizations of ANY kind, and ANY agents of  
 3 the foregoing.” “Requests are ‘limited to persons and documents within the responding party’s  
 4 control’ as determined by reasonable inquiry, which ‘does not require the responding party to  
 5 interview or subpoena records from independent third parties in order to admit or deny a request  
 6 for admission.’” AmeriPride Services, Inc. v. Valley Indus. Services, Inc., 2011 WL 1321873 \*2  
 7 (E.D. Cal. Apr. 1, 2011).

8 29. Pantech objects to the definition of the term “RELEVANT LAWS” as vague,  
 9 ambiguous, overbroad, unduly burdensome, and oppressive.

10 30. Pantech objects to each and every Interrogatory insofar as they incorporate by  
 11 reference Definitions that render each Interrogatory vague, ambiguous, unduly broad, uncertain,  
 12 unintelligible, compound, conjunctive, and or disjunctive.

13 Without waiving or departing from its General Objections, and specifically incorporating  
 14 the General Objections into each of the Specific Objections below, Pantech makes the following  
 15 additional objections to specific paragraphs of the Interrogatory.

16 **INTERROGATORY NO. 1:**

17 For ALL instances in which YOU have been a party in ANY prior arbitration under ANY  
 18 of the CELLULAR PROVIDER arbitration provisions you have invoked in this LITIGATION or  
 19 ANY MATERIALLY similar provisions, where such arbitration related to CARRIER IQ  
 20 SOFTWARE or involved claims under ANY of the RELEVANT LAWS, please identify ALL  
 21 such arbitrations by arbitration service, case name, and case number, and please describe the  
 22 outcomes thereof.

23 **SPECIFIC OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 1**

24 Pantech incorporates by reference each of the General Objections set forth above as if  
 25 fully set forth herein. Pantech objects to this Interrogatory to the extent it seeks discovery of  
 26 information that is beyond the scope of discovery permitted by this Court’s April 1, 2013 Order.

27 Pantech objects to Interrogatory No. 1 as overbroad, unduly burdensome, vague, and  
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1 Subject to and without waiving any of the preceding objections, Pantech responds that it  
 2 has not previously attempted to compel arbitration under the arbitration provisions invoked by  
 3 Pantech in this litigation, or arbitration provisions similar to those invoked by Pantech in this  
 4 litigation.

5 **INTERROGATORY NO. 8:**

6 Did or does the CARRIER IQ SOFTWARE installed at ANY time on the PANTECH  
 7 PLAINTIFF's mobile device transmit or cause the transmission of user information or data when  
 8 it is disconnected from the network of the CELLULAR PROVIDER whose arbitration  
 9 provision(s) you seek to invoke against him in this LITIGATION, particularly over Wi-Fi or by  
 10 direct connection to an Internet-capable device (*e.g.* via USB, Firewire, or Bluetooth connection  
 11 to an Internet-capable computer?) If YOUR answer is yes, please describe all such transmissions,  
 12 including ALL types of information or data transmitted; and please identify ALL recipients of  
 13 ALL such information or data transmitted.

14 **SPECIFIC OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 8**

15 Pantech incorporates by reference each of the General Objections set forth above as if  
 16 fully set forth herein. Pantech objects to this Interrogatory to the extent it seeks discovery of  
 17 information that is beyond the scope of discovery permitted by this Court's April 1, 2013 Order.

18 Pantech objects to this Interrogatory as overbroad and unduly burdensome in that it seeks  
 19 information that is irrelevant, immaterial, or is not calculated to lead to the discovery of  
 20 admissible evidence. Pantech objects to Interrogatory No. 8 as overbroad, unduly burdensome,  
 21 vague, and ambiguous to the extent that the interrogatory calls for information that is not relevant  
 22 or material to arbitration-related discovery, or seeks information beyond the scope of appropriate  
 23 arbitration-related discovery permitted by the Federal Arbitration Act.

24 Pantech objects to this Interrogatory to the extent it seeks information not in Pantech's  
 25 possession, custody, or control. Pantech further objects to this Interrogatory as overbroad and  
 26 unduly burdensome in that it seeks information that is irrelevant, immaterial, or is not calculated  
 27 to lead to the discovery of admissible evidence.  
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1 Pantech further objects to the terms and phrases “transmit,” “transmission(s),” “user,”  
 2 “information,” “data,” “disconnected,” “network,” “direct connection,” “plaintiff(s),” “Internet-  
 3 capable,” and “recipients” as vague, ambiguous, and undefined. Pantech further objects to this  
 4 Interrogatory as overbroad and unduly burdensome because it seeks information without any  
 5 time limitation.

6 For the purpose of responding to this Interrogatory, Pantech interprets the PANTECH  
 7 PLAINTIFF’s mobile device to refer to the device specifically identified as a Pantech Link II  
 8 P5000 device. Cummings Decl. ¶10, Defendants’ Motion to Compel Arbitration (Dkt. # 132).

9 For the purpose of responding to this Interrogatory, Pantech interprets the phrase  
 10 “transmit or cause the transmission” to refer to the act of sending data off the mobile device.

11 Subject to and without waiving any of the preceding objections, Pantech responds as  
 12 follows: No. According to the Declaration of Chenell Cummings in Support of Defendants’  
 13 Motion to Compel Arbitration (Dkt. # 132), Plaintiff Mark Laning is an authorized user of a  
 14 Pantech Link II P5000 device on the AT&T wireless account of Diane Laning. The Pantech  
 15 P5000 device is not Wi-Fi capable. To the extent any data collected by the Carrier IQ Agent  
 16 software on Laning’s Pantech P5000 device was transmitted, it would have been transmitted on  
 17 AT&T’s cellular network.

18 To the best of its knowledge based on its investigations to date, in accordance with the  
 19 technical specifications AT&T provided to Pantech, Pantech is unaware of any additional  
 20 capabilities of the Carrier IQ software on the Pantech Plaintiff’s mobile device to transmit any  
 21 mobile device end user data when disconnected from the AT&T cellular network or whether  
 22 AT&T tasked any of the profiles for the Carrier IQ software installed on the Pantech Plaintiff’s  
 23 mobile device to collect metrics via other means of transmission besides the AT&T cellular  
 24 network.

25 **INTERROGATORY NO. 9:**

26 Did or does the CARRIER IQ SOFTWARE installed at ANY time on the PANTECH  
 27 PLAINTIFF’s mobile device transmit or cause the transmission of user information or data over  
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1 the network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke  
 2 against him in this LITIGATION when such mobile device(s) was or is no longer in contract  
 3 with such CELLULAR PROVIDER? If YOUR answer is yes, please describe all such  
 4 transmissions, including ALL types of information or data transmitted; and please identify ALL  
 5 recipients of ALL such information or data transmitted.

6 **SPECIFIC OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 9**

7 Pantech incorporates by reference each of the General Objections set forth above as if  
 8 fully set forth herein. Pantech objects to this Interrogatory to the extent it seeks discovery of  
 9 information that is beyond the scope of discovery permitted by this Court's April 1, 2013 Order.

10 Pantech objects to this Interrogatory as overbroad and unduly burdensome in that it seeks  
 11 information that is irrelevant, immaterial, or is not calculated to lead to the discovery of  
 12 admissible evidence. Pantech objects to Interrogatory No. 9 as overbroad, unduly burdensome,  
 13 vague, and ambiguous to the extent that the interrogatory calls for information that is not relevant  
 14 or material to arbitration-related discovery, or seeks information beyond the scope of appropriate  
 15 arbitration-related discovery permitted by the Federal Arbitration Act.

16 Pantech objects to this Interrogatory to the extent it seeks information not in Pantech's  
 17 possession, custody, or control. Pantech further objects to the terms and phrases "transmit,"  
 18 "transmission(s)," "user," "information," "data," "network," "no longer in contract,"  
 19 "plaintiff(s)," and "recipients" as vague, ambiguous, and undefined. Pantech further objects to  
 20 this Interrogatory as overbroad and unduly burdensome because it seeks information without any  
 21 time limitation. Pantech further objects to this Interrogatory as overbroad and unduly  
 22 burdensome because it seeks information without any time limitation.

23 Based on Pantech's meet and confer with Plaintiffs on this topic, Pantech understands  
 24 this Interrogatory to inquire whether any Carrier IQ software installed on a Plaintiff's mobile  
 25 device transmitted data over a Plaintiff's wireless service provider's cellular network after the  
 26 Plaintiff discontinued service with that wireless service provider. Pantech further objects to this  
 27 Interrogatory as overbroad and unduly burdensome in that it seeks information that is irrelevant,  
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1 immaterial, or is not calculated to lead to the discovery of admissible evidence.

2 For the purpose of responding to this Interrogatory, Pantech interprets the PANTECH  
3 PLAINTIFF's mobile device to refer to the device specifically identified as a Pantech Link II  
4 P5000 device. Cummings Decl. ¶10, Defendants' Motion to Compel Arbitration (Dkt. # 132).

5 For the purpose of responding to this Interrogatory, Pantech interprets the phrase  
6 "transmit or cause the transmission" to refer to the act of sending data off the mobile device.

7 Subject to and without waiving any of the preceding objections, Pantech responds as  
8 follows: Pantech understands from the Declaration of Chenell Cummings in Support of  
9 Defendants' Motion to Compel Arbitration (Dkt. # 132) that Plaintiff Mark Laning has not  
10 discontinued service with his wireless service provider on the device identified in the declaration.  
11 To the extent that he may have discontinued his service with his wireless service provider,  
12 whether the Carrier IQ software transmits any data after a mobile device end user has terminated  
13 his network service with a wireless service provider is controlled by the profile set by the  
14 wireless service provider. Therefore, to the best of its knowledge based on its investigation to  
15 date, Pantech is unaware of whether Plaintiff Mark Laning's mobile device transmitted or caused  
16 the transmission of data over the AT&T network in the event that he discontinued service with  
17 AT&T.

18 **INTERROGATORY NO. 10:**

19 Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY  
20 time on the PANTECH PLAINTIFF's mobile device at issue in this LITIGATION?

21 **SPECIFIC OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 10**

22 Pantech incorporates by reference each of the General Objections set forth above as if  
23 fully set forth herein. Pantech objects to this Interrogatory to the extent it seeks discovery of  
24 information that is beyond the scope of discovery permitted by this Court's April 1, 2013 Order.

25 Pantech objects to this Interrogatory as overbroad and unduly burdensome in that it seeks  
26 information that is irrelevant, immaterial, or is not calculated to lead to the discovery of  
27 admissible evidence. Pantech objects to Interrogatory No. 10 as overbroad, unduly burdensome,  
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1 vague, and ambiguous to the extent that the interrogatory calls for information that is not relevant  
 2 or material to arbitration-related discovery, or seeks information beyond the scope of appropriate  
 3 arbitration-related discovery permitted by the Federal Arbitration Act.

4 Pantech objects to this Interrogatory to the extent it seeks information not in Pantech's  
 5 possession, custody, or control. Pantech further objects to this Interrogatory as overbroad and  
 6 unduly burdensome in that it seeks information that is irrelevant, immaterial, or is not calculated  
 7 to lead to the discovery of admissible evidence. Pantech further objects to this Interrogatory as  
 8 overbroad and unduly burdensome because it seeks information without any time limitation.

9 Pantech further objects to this Interrogatory because the phrase "PANTECH  
 10 PLAINTIFF'S mobile device at issue in this LITIGATION" is vague and ambiguous. For the  
 11 purpose of responding to this Interrogatory, Pantech interprets the PANTECH PLAINTIFF's  
 12 mobile device to refer to the device specifically identified as a Pantech Link II P5000 device.  
 13 Cummings Decl. ¶10, Defendants' Motion to Compel Arbitration (Dkt. # 132).

14 Subject to and without waiving any of the preceding objections, Pantech responds as  
 15 follows: No.

16 **INTERROGATORY NO. 11:**

17 Did or does the CARRIER IQ SOFTWARE installed at ANY time on the PANTECH  
 18 PLAINTIFF's mobile device ever see, access, process, filter, store, or transmit from the mobile  
 19 device: ANY SMS text messages, whether sent by or to the PANTECH PLAINTIFF or other  
 20 user of the device; ANY URLs containing HTTP or HTTPS strings embedded with information  
 21 such as search terms, user names, passwords, and geo-or GPS-based location data; media  
 22 viewing history; telephone numbers dialed and attached to calls received; dialer keypad presses;  
 23 or application purchases and uses? If YOUR answer to ANY of the foregoing is yes, please  
 24 specify the information or data involved; and please identify the recipient of ANY such  
 25 information or data transmitted.

26 **SPECIFIC OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 11**

27 Pantech incorporates by reference each of the General Objections set forth above as if  
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1 fully set forth herein.

2       Pantech objects to this Interrogatory as overbroad and unduly burdensome in that it seeks  
3 information that is irrelevant, immaterial, or is not calculated to lead to the discovery of  
4 admissible evidence. Pantech objects to Interrogatory No. 11 as overbroad, unduly burdensome,  
5 vague, and ambiguous to the extent that the interrogatory calls for information that is not relevant  
6 or material to arbitration-related discovery, or seeks information beyond the scope of appropriate  
7 arbitration-related discovery permitted by the Federal Arbitration Act.

8       Pantech objects to this Interrogatory to the extent it seeks information not in Pantech's  
9 possession, custody, or control. Pantech further objects to this Interrogatory as overbroad and  
10 unduly burdensome in that it seeks information that is irrelevant, immaterial, or is not calculated  
11 to lead to the discovery of admissible evidence. Pantech further objects to this Interrogatory as  
12 overbroad and unduly burdensome in that it seeks information that is irrelevant, immaterial, or  
13 not calculated to lead to the discovery of admissible evidence and is beyond the scope of  
14 appropriate arbitration-related discovery. See Judge Chen's Order re Joint Letter of March 21,  
15 2013, dated April 1, 2013 (Dkt. # 157) (specifically noting that plaintiffs have failed to explain  
16 why the type of data and to whom the data was sent was relevant to the issue of arbitrability and  
17 instructing that "[t]o the extent Plaintiffs seek information about the functionality of the Carrier  
18 IQ software . . . functionality is relevant to the matter at hand only to the extent it is informative  
19 of the means of transmission.").

20       Pantech further objects to the terms and phrases "installed," "see," "access," "filter,"  
21 "store," "transmit," "plaintiff," "other user," "HTTP or HTTPS strings embedded with  
22 information," "media viewing history," "telephone numbers dialed and attached to calls  
23 received," "dialer keypad presses," "application purchases and uses," "information," "data," and  
24 "recipient" as vague, ambiguous, and undefined. Pantech further objects to this Interrogatory as  
25 overbroad and unduly burdensome because it seeks information without any time limitation.  
26 Pantech further objects to this Interrogatory to the extent that it contains subparts and compound  
27 questions.  
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**INTERROGATORY NO. 12:**

For ANY information or data identified in your answer to Interrogatory No. 11 that is seen, accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and conditions of service or other agreement(s) whose arbitration provisions YOU invoke as to the PANTECH PLAINTIFF that YOU contend permits or addresses the seeing, accessing, processing, filtering, storage, or transmission thereof.

**SPECIFIC OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 12**

Pantech incorporates by reference each of the General Objections set forth above as if fully set forth herein.

Pantech further objects to this Interrogatory as overbroad and unduly burdensome in that it seeks information that is irrelevant, immaterial, or not calculated to lead to the discovery of admissible evidence and is beyond the scope of appropriate arbitration-related discovery. See Judge Chen's Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. # 157) (specifically noting that plaintiffs have failed to explain why the type of data and to whom the data was sent was relevant to the issue of arbitrability and instructing that "[t]o the extent Plaintiffs seek information about the functionality of the Carrier IQ software . . . functionality is relevant to the matter at hand only to the extent it is informative of the means of transmission.").

Pantech objects to this Interrogatory to the extent it seeks information not in Pantech's possession, custody, or control. Pantech further objects to this Interrogatory as vague, overbroad, and unduly burdensome to the extent it seeks information regarding "ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and conditions of service."

Pantech further objects to the terms and phrases "information," "data," "seen," "accessed," "processed," "filtered," "stored," "transmitted," "plaintiff," "permits," "addresses," "seeing," "accessing," "processing," "filtering," "storage," and "transmission" as vague, ambiguous, and undefined. Pantech further objects to this Interrogatory to the extent it seeks information not in its possession, custody, control or knowledge. Pantech further objects to this

1 Interrogatory to the extent that it contains subparts and compound questions.

2 Subject to and without waiving the preceding objections, Pantech responds as follows:

3 This Interrogatory is not applicable per Pantech's Response to Interrogatory No. 11 above.

4 **INTERROGATORY NO. 13:**

5 Has the CARRIER IQ SOFTWARE been removed from, or disabled on, the mobile  
6 device belonging to the PANTECH PLAINTIFF by YOU or any CELLULAR PROVIDER? If  
7 so, please describe the contents of ALL COMMUNICATIONS explaining the reasons for, or  
8 demanding, that the CARRIER IQ SOFTWARE be removed or disabled, including ANY such  
9 COMMUNICATIONS advising or explaining that the CARRIER IQ SOFTWARE was not  
10 operating as contemplated, specified, or agreed-to by the PANTECH PLAINTIFF's CELLULAR  
11 PROVIDE or CARRIER IQ itself, or as purportedly contemplated by the PANTECH  
12 PLAINTIFF's terms and conditions of service, or other agreements, with his CELLULAR  
13 PROVIDER.

14 **SPECIFIC OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 13**

15 Pantech incorporates by reference each of the General Objections set forth above as if  
16 fully set forth herein. Pantech further objects to this Interrogatory as overbroad and unduly  
17 burdensome in that it seeks information that is irrelevant, immaterial, or not calculated to lead to  
18 the discovery of admissible evidence and is beyond the scope of appropriate arbitration-related  
19 discovery. See Judge Chen's Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt.  
20 # 157) (specifically noting that plaintiffs have failed to explain why the type of data and to whom  
21 the data was sent was relevant to the issue of arbitrability and instructing that "[t]o the extent  
22 Plaintiffs seek information about the functionality of the Carrier IQ software . . . functionality is  
23 relevant to the matter at hand only to the extent it is informative of the means of transmission.").

24 Pantech objects to this Interrogatory to the extent that it seeks disclosure of information  
25 that is privileged, confidential and/or proprietary. Pantech objects to this Interrogatory to the  
26 extent it seeks information not in Pantech's possession, custody, or control. Pantech further  
27 objects to this Interrogatory as overbroad and unduly burdensome in that it seeks information  
28

1 that is irrelevant, immaterial, or is not calculated to lead to the discovery of admissible evidence.  
 2 Pantech further objects to this Interrogatory as vague, overbroad, and unduly burdensome in that  
 3 it seeks "ALL COMMUNICATIONS" and "ANY such COMMUNICATIONS".

4 Pantech specifically objects to this Interrogatory to the extent it seeks information  
 5 protected from disclosure by the attorney-client privilege and/or the attorney work product  
 6 doctrine, joint-defense privilege, common interest privilege, or any other applicable privileges,  
 7 protections, or immunities, including, but not limited to, communications generated after  
 8 commencement of this litigation.

9 Pantech further objects to the terms and phrases "removed," "disabled," "plaintiff,"  
 10 "contents," and "not operating as contemplated, specified, or agreed-to" as vague, ambiguous,  
 11 and undefined. Pantech further objects to this Interrogatory to the extent it seeks information not  
 12 in its possession, custody, control, or knowledge. Pantech further objects to this Interrogatory as  
 13 overbroad and unduly burdensome because it seeks information without any time limitation.  
 14  
 15

16 Dated: May 28, 2013

17 Respectfully submitted,

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 19 Wayne M. Helge (*pro hac vice*)  
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11

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

14 <i>In re Carrier IQ, Inc. Consumer Privacy</i>	)	<b>CASE NO. 3:12-md-02330-EMC</b>
15 <i>Litigation</i>	)	
	)	<b>DEFENDANT SAMSUNG</b>
	)	<b>TELECOMMUNICATIONS AMERICA,</b>
16 <i>[This Document Relates to All Cases]</i>	)	<b>LLC'S RESPONSES AND OBJECTIONS</b>
	)	<b>TO PLAINTIFFS' INTERROGATORIES</b>
17	)	<b>REGARDING UNCONSCIONABILITY</b>
18	)	<b>AND SCOPE ISSUES</b>
	)	
19	)	Hon. Edward M. Chen

20  
21 **PROPOUNDING PARTY: Plaintiffs**

22 **RESPONDING PARTY: Defendant Samsung Telecommunications America, LLC**

23 **SET: One (1)**  
24  
25  
26  
27  
28

1 Pursuant to Federal Rules of Civil Procedure 26 and 33 and all applicable Local  
2 Rules, Defendant Samsung Telecommunications America, LLC ("Samsung"), by and through its  
3 attorneys as set forth below, hereby objects and responds to Plaintiffs' First Set of Interrogatories  
4 (the "Interrogatories").

#### 5 **PRELIMINARY STATEMENT**

6 Samsung's responses and objections to the Interrogatories are set forth below. At  
7 this time, the Court has not yet ruled on Defendants' Consolidated Motion to Compel Arbitration  
8 and to Stay Litigation (the "Motion"), which was filed on November 20, 2012. Pursuant to the  
9 Court's Orders of May 24, 2012 and July 16, 2012, discovery at this stage of the litigation is limited  
10 exclusively to that which is appropriate in the context of a motion to compel arbitration and that  
11 relates directly to the issues raised in the Motion. (May 24 Minute Order, July 16 Order at 2, ¶ 4.)  
12 Therefore, discovery that exceeds the appropriate bounds of arbitration-related discovery under the  
13 law, such as discovery that goes to the merits of the case, is not appropriate at this time. Moreover,  
14 Samsung's investigation is ongoing. Consequently, Samsung reserves its right to amend, modify or  
15 supplement the objections below as new information becomes available should such amendments,  
16 modifications or supplements become appropriate. Additionally, because Samsung's responses are  
17 based on facts and documents that Samsung has identified to date, they do not preclude Samsung  
18 from later relying on facts or documents discovered or generated pursuant to subsequent  
19 investigation or discovery. Samsung's responses to the Interrogatories are not to be construed as a  
20 waiver of any of its objections or rights to object to any other request. Likewise, Samsung's  
21 objections to the disclosure of any information requested by the Interrogatories are not and shall  
22 not be construed as an admission by Samsung that any such information exists.

#### 23 **GENERAL OBJECTIONS**

24 The following General Objections are hereby incorporated into each of the specific  
25 responses as if they were set forth in full in the response. The Specific Objections following  
26 individual interrogatories are intended to amplify these General Objections and neither limit the  
27 applicability of any of the General Objections nor waive any objections which may, in addition to  
28 those set forth below, be applicable to an individual interrogatory.

1           1.       Samsung generally objects to the Interrogatories and their accompanying definitions  
2 to the extent that they purport to impose obligations or requirements beyond those contained in the  
3 Federal Rules of Civil Procedure or the Local Civil Rules of the United States District Court for the  
4 Northern District of California. Samsung will respond to the Interrogatories consistent with the  
5 applicable Federal and Local Rules.

6           2.       Samsung generally objects to the Interrogatories to the extent they seek the  
7 disclosure of information (1) not currently within its possession, custody or control; (2) that  
8 Samsung cannot locate after a reasonably diligent search; or (3) that refer to persons, entities, or  
9 events not known to Samsung.

10          3.       Samsung generally objects to the Interrogatories and their accompanying definitions  
11 to the extent that they purport to require disclosure of information that is protected from discovery  
12 by the attorney-client privilege, the attorney work product doctrine, or any other applicable  
13 privilege, confidentiality rights and obligations, doctrine, or immunity. Nothing contained in these  
14 responses is intended to be or may be construed as a waiver of the attorney-client privilege, the  
15 attorney work product doctrine, or any other applicable privilege, confidentiality rights and  
16 obligations, doctrine or immunity. The inadvertent disclosure or production of attorney work  
17 product, confidential material and/or attorney-client privileged material is not intended to be a  
18 waiver of any applicable privilege or protection.

19          4.       Samsung generally objects to these Interrogatories to the extent they seek  
20 information that is neither relevant to the question of arbitrability nor reasonably calculated to lead  
21 to the discovery of admissible evidence regarding arbitration issues, and thus are beyond the scope  
22 of arbitration-related discovery permitted by the Federal Arbitration Act and as ordered by this  
23 Court in its Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. No. 157). *See* 9  
24 U.S.C. § 4; *see also, e.g., Meyer v. T-Mobile USA Inc.*, 836 F. Supp. 2d 994, 1007 (N.D. Cal. 2011)  
25 (confining arbitration-related discovery to the issues of the making and performance of the  
26 arbitration agreement and the validity of the arbitration agreement); *Hodsdon v. DirecTV, LLC*, C  
27 12-02827 JSW, 2012 WL 5464615, at \*8 (N.D. Cal. Nov. 8, 2012) (denying discovery requests  
28 related to the merits of the parties' underlying dispute).

1           5.       Samsung generally objects to these Interrogatories to the extent they seek  
2 information which is already in Plaintiffs' possession or is equally or more available to Plaintiffs.

3           6.       Samsung generally objects to providing responses to Interrogatories that can be  
4 derived from documents that have or will be produced by third parties and where the burden to  
5 derive such information is substantially the same for Plaintiffs as it is for Samsung.

6           7.       Samsung generally objects to the Interrogatories to the extent they seek private,  
7 confidential, commercially sensitive, trade secret, information subject to non-disclosure agreements  
8 and confidentiality provisions, or proprietary business information that has been maintained in  
9 confidence.

10          8.       Samsung reserves the right to object in any subsequent proceeding, including the  
11 trial of this or any other action, to the use of these responses and objections and information  
12 produced in response to the Interrogatories on any ground, including but not limited to objections  
13 concerning competency, relevance, materiality, and admissibility.

14          9.       Samsung generally objects to the Interrogatories to the extent that they assume facts  
15 that Samsung disputes, or to the extent they are phrased in such a way as to be argumentative or  
16 lacking in foundation.

17          10.      To the extent these Interrogatories call for Samsung to provide information  
18 concerning the legal basis regarding its defense of this matter, Samsung generally objects on the  
19 grounds that the Interrogatories impermissibly call for mental impressions, conclusions, opinions  
20 and/or legal theories of its attorneys.

21          11.      Samsung generally objects to the definitions contained in the Interrogatories to the  
22 extent that they impose conditions that are vague, ambiguous, overly broad and unduly  
23 burdensome, and to the extent such conditions exceed the requirements of the Federal Rules of  
24 Civil Procedure. In responding to the Interrogatories, Samsung does not adopt, embrace or accept  
25 any of the terms Plaintiffs have employed, including:

26               a.       Samsung objects to the definition of the term "CARRIER IQ" (Definitions ¶  
27 B). The definition includes "partner, employee, independent contractor, representative, attorney,  
28 agent, accountant, investigator, subsidiary, parent, affiliate, predecessor-in-interest, successor, or

1 other PERSON or entity acting on its behalf or as a fictitious business name for any of the above"  
 2 where "PERSON" (Definitions ¶ I) is in turn defined as "any natural person or entity, INCLUDING  
 3 partnerships, corporations, limited liability companies, associations, governmental agencies,  
 4 organizations of any kind, and any agent of the foregoing." Samsung objects to the definition on  
 5 the grounds that the convoluted and multi-part term is compound, overbroad and unduly  
 6 burdensome, vague and ambiguous, calls for a legal conclusion and includes entities that have not  
 7 been named as defendants in this action and/or are not subject to Samsung's control. In responding  
 8 to the Interrogatories, Samsung will interpret the term "CARRIER IQ" to refer to Defendant  
 9 Carrier IQ, Inc.

10           b. Samsung objects to the definition of the term "CARRIER IQ SOFTWARE"  
 11 (Definitions ¶ C) as vague, ambiguous, overbroad and unduly burdensome. The definition includes  
 12 "IQ Experience Insight Manager," a term that is not further defined and further purports to include  
 13 "any implementing or interfacing software or code." In responding to the Interrogatories, Samsung  
 14 interprets the term "CARRIER IQ SOFTWARE" to refer to the software identified in Samsung's  
 15 letter of December 14, 2011 to Senator Al Franken.

16           c. Samsung objects to the definition of the term "COMMUNICATION"  
 17 (Definitions ¶ E) as vague, ambiguous, overbroad, unduly burdensome and oppressive. The  
 18 definition includes "any and ALL communications of any kind, INCLUDING any and ALL  
 19 conversations, discussions, inquiries, correspondence, notes (handwritten or otherwise), message  
 20 slips, logs, e-mail (or other similar electronic communication), or other such transmittal of  
 21 information, whether written, oral, or by any other means . . . [and] internal communications." The  
 22 term "internal communications" is vague and ambiguous because it does not specify the reference  
 23 point, *i.e.*, to what group or entity the communication is internal and could be interpreted as  
 24 requiring information concerning communications internal to other companies or organizations  
 25 outside of Samsung and beyond Samsung's custody, possession or control. In responding to the  
 26 Interrogatories, Samsung shall interpret "COMMUNICATION" to refer to information exchanged  
 27 by speech, writing or gesture.

28           d. Samsung objects to the definition of the term "RELEVANT LAWS"

(Definitions ¶ K) on the grounds that the term is overbroad and unduly burdensome. The definition includes "ANY of the laws at issue in this LITIGATION, including the Federal Wiretap Act, the federal Stored Communications Act, the federal Computer Fraud and Abuse Act, state wiretap and privacy acts, state consumer protection or consumer fraud acts, the federal Magnuson-Moss Warranty Act, and/or state implied warranty of merchantability laws." Samsung further objects to the term on the grounds that it is vague and ambiguous because Plaintiffs failed to identify the wiretap and privacy acts, consumer protection or consumer fraud acts, or state implied warranty of merchantability laws of the state(s) at issue.

e. Samsung objects to the definition of the term "YOU" or "YOUR" (Definitions ¶ M) (which is purportedly "defendant Samsung Telecommunications America, LLC. and ANY partner, employee, independent contractor, representative, attorney, agent, accountant, investigator, subsidiary, parent, affiliate, predecessor-in-interest, successor, or other PERSON or entity acting on its behalf or as a fictitious business name for ANY of the above" where "PERSON" (Definition ¶ I) is in turn defined as "any natural person or entity, INCLUDING partnerships, corporations, limited liability companies, associations, governmental agencies, organizations of any kind, and any agent of the foregoing") on the grounds that the convoluted and multi-part definition is compound, overbroad, vague and ambiguous, calls for a legal conclusion and includes entities that have not been named as defendants in this action and/or are not subject to Samsung's control. Samsung further objects to the definition because, on its face, the term calls for information protected by the attorney-client and work product privileges. In responding to the Interrogatories, Samsung interprets the term "YOU" or "YOUR" to refer to Samsung Telecommunications America, LLC.

12. Samsung generally objects to the Interrogatories, and each and every request for information contained therein because the parties have not finished discovery, and Samsung's investigation is ongoing. Samsung reserves the right to supplement or amend its responses set forth below should additional responsive or relevant information or documents be discovered as its investigation proceeds.

**INTERROGATORY NO. 8:**

Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the SAMSUNG PLAINTIFFS' mobile devices transmit or cause the transmission of user information or data when it is disconnected from the network of the CELLULAR PROVIDER whose arbitration provision(s) you seek to invoke against ANY SAMSUNG PLAINTIFF in this LITIGATION, particularly over Wi-Fi or by direct connection to an Internet-capable device (e.g., via USB, Firewire, or Bluetooth connection to an Internet-capable computer)? If YOUR answer is yes, please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their mobile device(s); please describe ALL such transmissions, including ALL types of information or data transmitted; and please identify ALL recipients of ALL such information or data transmitted.

**RESPONSE TO INTERROGATORY NO. 8:**

Samsung incorporates by reference its General Objections above as though fully set forth herein. Samsung objects to this Interrogatory on the grounds that it exceeds the scope of arbitration-related discovery as defined by the applicable law and does not seek information relevant to the issue of arbitrability set forth in the pending motion to compel arbitration. Samsung further objects to this Interrogatory as overbroad, unduly burdensome, vague and ambiguous, including but not limited to its use of the defined terms "CARRIER IQ SOFTWARE," "YOUR" and the undefined terms and/or phrase "ANY of the SAMSUNG PLAINTIFFS' mobile devices," "transmit or cause the transmission," "user information or data," and "affected." Samsung objects to this Interrogatory as overbroad and unduly burdensome because it seeks information without any time limitation. Samsung further objects to this Interrogatory to the extent it calls for the disclosure of information not in Samsung's possession, custody or control or information regarding third parties. Samsung further objects to this Interrogatory because it contains subparts and compound questions.

In responding to this Interrogatory, Samsung interprets the phrase "ANY of the SAMSUNG PLAINTIFFS' mobile devices" to refer to the devices specifically identified below:

No.	Plaintiff	Make	Model	Carrier
1	Thomas, Eric	Samsung	Replenish (Miller Decl. ¶ 28)	Sprint
2	Levy, Leron	Samsung	Moment (Miller Decl. ¶ 17)	Sprint
3	Cribbs, Gary	Samsung	Galaxy S II Skyrocket SGH-i727 (Cummings Decl. ¶ 5)	AT&T
4	Pipkin, Daniel	Samsung	Galaxy S II Skyrocket SGH-i727 (Cummings Decl. ¶ 12)	AT&T
5	Kenny, Patrick	Samsung	Epic 4G (Miller Decl. ¶ 52)	Sprint
6	McKeen, Ryan	Samsung	Epic (Miller Decl. ¶ 97)	Sprint
7	Grisham, Shawn	Samsung	Epic 4G (Miller Decl. ¶ 119)	Sprint

In responding to this Interrogatory, Samsung interprets the phrase "transmit or cause the transmission" to refer to Carrier IQ software sending data from a mobile device on which it is installed to a location external to that mobile device.

Subject to and without waiving the foregoing General and Specific Objections, Samsung responds as follows:

According to the Declaration of Stephanie Miller (Dkt. # 135), the mobile devices used by plaintiffs Eric Thomas, Leron Levy, Patrick Kenny, Ryan McKeen and Shawn Grisham (together, the "Samsung Sprint Plaintiffs") operated on Sprint's network. To the best of its knowledge based on its investigations to date, in accordance with the technical requirements Sprint provided to Samsung, Samsung did not program the Samsung Sprint Plaintiffs' mobile devices to enable the transmission of data collected by the Carrier IQ software when those devices are disconnected from the Sprint network. Samsung is unaware of any additional capabilities of the Carrier IQ software on the Samsung Plaintiffs' mobile devices to transmit any mobile device end-user data when disconnected from the Sprint cellular network or whether Sprint tasked any of the profiles for the Carrier IQ software installed on the Samsung Sprint Plaintiffs' mobile devices to collect metrics via Wi-Fi or other means of transmission besides the Sprint cellular network.

According to the Declaration of Chenell Cummings in support of Defendants' Motion to Compel Arbitration (Dkt. # 132), both Plaintiffs Gary Cribbs and Daniel Pipkin (together, the "Samsung AT&T Plaintiffs") used the Samsung Galaxy S II Skyrocket SGH-i727 on

AT&T's wireless network. Based on Plaintiffs' own allegations, Samsung understands that the Carrier IQ software has not been activated in Samsung Skyrocket devices, (see, e.g., FCAC ¶ 53), and therefore could not have transmitted or caused the transmission of data through AT&T's cellular network or while disconnected from AT&T's cellular network, including through Wi-Fi. Samsung is unaware of whether AT&T tasked any of the profiles for the Carrier IQ software installed on the Samsung AT&T Plaintiffs' mobile devices to collect metrics via Wi-Fi or through other means of transmission besides the AT&T cellular network.

**INTERROGATORY NO. 9:**

Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the SAMSUNG PLAINTIFFS' mobile devices transmit or cause the transmission of user information or data over the network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke against ANY SAMSUNG PLAINTIFF in this LITIGATION when such mobile device(s) was or is no longer in contract with such CELLULAR PROVIDER? If YOUR answer is yes, please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their mobile device(s); please describe ALL such transmissions, including ALL types of information or data transmitted; and please identify ALL recipients of ALL such information or data transmitted.

**RESPONSE TO INTERROGATORY NO. 9:**

Samsung incorporates by reference its General Objections above as though fully set forth herein. Samsung objects to this Interrogatory on the grounds that it exceeds the scope of arbitration-related discovery as defined by the applicable law and does not seek information relevant to the issue of arbitrability set forth in the pending motion to compel arbitration. Samsung further objects to this Interrogatory as overbroad, unduly burdensome, vague and ambiguous, including but not limited to its use of the defined terms "CARRIER IQ SOFTWARE," "YOUR" and the undefined terms and/or phrase "ANY of the SAMSUNG PLAINTIFFS' mobile devices," "transmit or cause the transmission," "user information or data," and "affected." Based on Carrier IQ's meet and confer with Plaintiffs on this topic, Samsung understands this Interrogatory to inquire whether any Carrier IQ software installed on a Plaintiff's mobile device transmitted data over a Plaintiff's wireless service provider's cellular network after the Plaintiff discontinued service

with that wireless service provider. Samsung objects to this Interrogatory as overbroad and unduly burdensome because it seeks information without any time limitation. Samsung further objects to this Interrogatory to the extent it calls for the disclosure of information not in Samsung's possession, custody or control or information regarding third parties. Samsung objects to this Interrogatory because it contains subparts and compound questions.

In responding to this interrogatory, Samsung interprets the phrase "ANY of the SAMSUNG PLAINTIFFS' mobile devices" to refer to the devices specifically identified below:

No.	Plaintiff	Make	Model	Carrier
1	Thomas, Eric	Samsung	Replenish (Miller Decl. ¶ 28)	Sprint
2	Levy, Leron	Samsung	Moment (Miller Decl. ¶ 17)	Sprint
3	Cribbs, Gary	Samsung	Galaxy S II Skyrocket SGH-i727 (Cummings Decl. ¶ 5)	AT&T
4	Pipkin, Daniel	Samsung	Galaxy S II Skyrocket SGH-i727 (Cummings Decl. ¶ 12)	AT&T
5	Kenny, Patrick	Samsung	Epic 4G (Miller Decl. ¶ 52)	Sprint
6	McKeen, Ryan	Samsung	Epic (Miller Decl. ¶ 97)	Sprint
7	Grisham, Shawn	Samsung	Epic 4G (Miller Decl. ¶ 119)	Sprint

In responding to this interrogatory, Samsung interprets the phrase "transmit or cause the transmission" to refer to Carrier IQ software sending data from a mobile device on which it is installed to a location external to that mobile device.

Subject to and without waiving the foregoing General and Specific Objections, Samsung responds as follows:

Samsung understands from the Declaration of Chenell Cummings in Support of Defendants' Motion to Compel Arbitration (Dkt. # 132), the Declaration of Stacie Dobbs in Support of Defendants' Motion to Compel Arbitration (Dkt. # 130), and the Declaration of Stephanie Miller (Dkt. # 135), that the SAMSUNG PLAINTIFFS have not discontinued their service with their respective wireless service providers on the devices identified in those

1 declarations, and therefore this Interrogatory is inapplicable. To the extent that any SAMSUNG  
 2 PLAINTIFF may have discontinued his service with his wireless service provider, whether the  
 3 Carrier IQ software transmits any data after a mobile device end-user has terminated his network  
 4 service with a wireless service provider is controlled by the profile set by the wireless service  
 5 provider. Therefore, to the best of its knowledge based on its investigation to date, Samsung is  
 6 unaware as to whether any of the above listed Samsung mobile devices transmitted or caused the  
 7 transmission of data over the AT&T or Sprint network in the event that any of the SAMSUNG  
 8 PLAINTIFFS discontinued service with his respective wireless service provider.

9 **INTERROGATORY NO. 10:**

10 Was the Carrier IQ product known as IQ Experience Insight Manager installed at  
 11 ANY time on ANY of the SAMSUNG PLAINTIFFS' mobile devices at issue in this LITIGATION?  
 12 If so, please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their mobile  
 13 device(s).

14 **RESPONSE TO INTERROGATORY NO. 10:**

15 Samsung incorporates by reference its General Objections above as though fully set  
 16 forth herein. Samsung further objects to this Interrogatory on the grounds that it is overbroad and  
 17 unduly burdensome to the extent it seeks information beyond the relevant time period. Samsung  
 18 further objects to this Interrogatory because the phrase "SAMSUNG PLAINTIFFS' mobile devices  
 19 at issue in this LITIGATION" is vague and ambiguous.

20 In responding to this Interrogatory, Samsung interprets the phrase "SAMSUNG  
 21 PLAINTIFFS' mobile devices at issue in this LITIGATION" to refer to the devices specifically  
 22 identified below:

No.	Plaintiff	Make	Model	Carrier
1	Thomas, Eric	Samsung	Replenish (Miller Decl. ¶ 28)	Sprint
2	Levy, Leron	Samsung	Moment (Miller Decl. ¶ 17)	Sprint
3	Cribbs, Gary	Samsung	Galaxy S II Skyrocket SGH-i727 (Cummings Decl. ¶ 5)	AT&T

4	Pipkin, Daniel	Samsung	Galaxy S II Skyrocket SGH-i727 (Cummings Decl. ¶ 12)	AT&T
5	Kenny, Patrick	Samsung	Epic 4G (Miller Decl. ¶ 52)	Sprint
6	McKeen, Ryan	Samsung	Epic (Miller Decl. ¶ 97)	Sprint
7	Grisham, Shawn	Samsung	Epic 4G (Miller Decl. ¶ 119)	Sprint

Subject to, and without waiving the foregoing General and Specific Objections, Samsung responds as follows:

To the best of its knowledge based on its investigation to date, Samsung did not install, and is not aware of another party installing, a Carrier IQ product known as IQ Experience Insight Manager on any of the SAMSUNG PLAINTIFFS' mobile devices at issue in this litigation.

Samsung's investigation is ongoing and may reveal additional information that may be responsive to this Interrogatory.

**INTERROGATORY NO. 11:**

Did or does CARRIER IQ SOFTWARE installed at ANY time on ANY of the SAMSUNG PLAINTIFFS' mobile devices ever see, access, process, filter, store, or transmit from the mobile device: ANY SMS text messages, whether sent by or to the SAMSUNG PLAINTIFF or other user of the device; ANY URLs containing HTTP or HTTPS strings embedded with information such as search terms, user names, passwords, and geo- or GPS-based location data; media viewing history; telephone numbers dialed and attached to calls received; dialer keypad presses; or application purchases and uses? If YOUR answer to ANY of the foregoing is yes, please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their mobile device(s); please specify the information or data involved; and please identify the recipient of ANY such information or data transmitted.

**RESPONSE TO INTERROGATORY NO. 11:**

Samsung incorporates by reference its General Objections above as though fully set forth herein. Samsung objects to this Interrogatory on the grounds that it exceeds the scope of arbitration-related discovery as defined by the applicable law and does not seek information relevant to the issue of arbitrability set forth in the pending motion to compel arbitration. *See*

Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. # 157) (specifically noting that Plaintiffs have failed to explain why the type of data and to whom the data was sent was relevant to the issue of arbitrability and instructing that "[t]o the extent Plaintiffs seek information about the functionality of the Carrier IQ software . . . functionality is relevant to the matter at hand only to the extent it is informative of the means of transmission."). Samsung further objects to this Interrogatory because the defined terms "CARRIER IQ SOFTWARE," "YOUR" and undefined terms and/or phrases "ANY of the SAMSUNG PLAINTIFFS' mobile devices," "see," "access," "process," "filter," "store" "other user of the device," "HTTP or HTTPS strings embedded with information," "media viewing history," "telephone numbers . . . attached to calls received," "dialer keypad presses," "application purchases and uses," "affected," and "information or data involved" are vague and ambiguous. Samsung objects to this Interrogatory as overbroad and unduly burdensome because it seeks information without any time limitation. Samsung further objects to this Interrogatory to the extent it calls for the disclosure of information not in Samsung's possession, custody or control or information regarding third parties. Samsung further objects to this Interrogatory because it contains subparts and compound questions.

**INTERROGATORY NO. 12:**

For ANY information or data identified in your answer to Interrogatory No. 11 that is seen, accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and conditions of service or other agreement(s) whose arbitration provisions YOU invoke as to ANY SAMSUNG PLAINTIFF that YOU contend permits or addresses the seeing, accessing, processing, filtering, storage, or transmission thereof.

**RESPONSE TO INTERROGATORY NO. 12:**

Samsung incorporates by reference its General Objections above as though fully set forth herein. Samsung objects to this Interrogatory on the grounds that it exceeds the scope of arbitration-related discovery as defined by the applicable law and does not seek information relevant to the issue of arbitrability set forth in the pending motion to compel arbitration. *See* Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. # 157) (specifically noting that

1 Plaintiffs have failed to explain why the type of data and to whom the data was sent was relevant to  
 2 the issue of arbitrability and instructing that "[t]o the extent Plaintiffs seek information about the  
 3 functionality of the Carrier IQ software . . . functionality is relevant to the matter at hand only to  
 4 the extent it is informative of the means of transmission."). Samsung further objects to this  
 5 Interrogatory because the defined terms "CARRIER IQ SOFTWARE," "YOU" and undefined  
 6 terms "seen," "accessed," "processed," "filtered," "stored," "permits," "seeing," "accessing,"  
 7 "processing," "filtering," and "storage" are vague and ambiguous. Samsung further objects to this  
 8 Interrogatory because it contains subparts and compound questions.

9           Subject to, and without waiving the foregoing General and Specific Objections,  
 10 Samsung responds as follows:

11           This Interrogatory is not applicable per Samsung's Response to Interrogatory No. 11  
 12 above.

13 **INTERROGATORY NO. 13:**

14           Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY  
 15 mobile device belonging to ANY SAMSUNG PLAINTIFF by YOU or ANY CELLULAR  
 16 PROVIDER? If so, please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their  
 17 mobile device(s), and please describe the contents of ALL COMMUNICATIONS explaining the  
 18 reasons for, or demanding, that the CARRIER IQ SOFTWARE be removed or disabled, including  
 19 ANY such COMMUNICATIONS advising or explaining that the CARRIER IQ SOFTWARE was  
 20 not operating as contemplated, specified, or agreed-to by ANY of the SAMSUNG PLAINTIFFS'  
 21 CELLULAR PROVIDERS or CARRIER IQ itself, or as purportedly contemplated by ANY of the  
 22 SAMSUNG PLAINTIFF(S)' terms and conditions of service, or other agreements, with ANY such  
 23 CELLULAR PROVIDER.

24 **RESPONSE TO INTERROGATORY NO. 13:**

25           Samsung incorporates by reference its General Objections above as though fully set  
 26 forth herein. Samsung objects to this Interrogatory on the grounds that it exceeds the scope of  
 27 arbitration-related discovery as defined by the applicable law and does not seek information  
 28 relevant to the issue of arbitrability set forth in the pending motion to compel arbitration. *See*

Order re Joint Letter of March 21, 2013, dated April 1, 2013 (Dkt. # 157) ("To the extent Plaintiffs seek information about the functionality of the Carrier IQ software . . . functionality is relevant to the matter at hand only to the extent it is informative of the means of transmission."). Samsung further objects to this Interrogatory because the defined terms "CARRIER IQ," "CARRIER IQ SOFTWARE," "COMMUNICATIONS," "YOUR" and undefined terms and phrases "ANY mobile device belonging to ANY SAMSUNG PLAINTIFF," "removed," "disabled," "not operating as contemplated, specified, or agreed-to," and "as purportedly contemplated by ANY of the SAMSUNG PLAINTIFF(S)' terms and conditions of service, or other agreements with ANY such CELLULAR PROVIDER" are vague and ambiguous, overbroad and unduly burdensome. Samsung objects to this Interrogatory to the extent that it seeks disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege, confidentiality rights and obligations, doctrine or immunity. Samsung further objects to this Interrogatory to the extent it calls for the disclosure of information not in Samsung's possession, custody or control or information regarding third parties. Samsung further objects to this Interrogatory because it contains subparts and compound questions.

DATED: May 28, 2013

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ Lance A Etcheverry

LANCE A. ETCHEVERRY

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